

City Clerk File No. Ord. 16.118

Agenda No. 3.A 1st Reading

Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE **16.118**  
TITLE: **ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 160 (FEE & CHARGES)  
SECTION I (FEE SCHEDULE ESTABLISHED) OF THE JERSEY CITY MUNICIPAL  
CODE**

**THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY HEREBY ORDAINS:**

- A. The following amendments to Chapter 160 (Fees & Charges) Section I (Fee Schedule Established) are hereby adopted:

**FEES & CHARGES  
SECTION I  
Fee Schedule Established**

**§160-1. - Fee schedule established.**

Fees shall be as follows:

- A. Through O. No Change.
- P. Chapter 175, Food Handling Establishments.
- (1) No Change.
  - (2) No Change.
  - (3) Article III, Food Establishments.
    - (a) No Change.
    - (b) Food handlers course: ~~[\$25]~~ \$40.
  - (4) No Change.
- B. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- C. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- D. This ordinance shall take effect at the time and in the manner as provided by law.
- E. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

Note: All new material is underlined; words in [brackets] are omitted. For purposes of advertising only, new matter is **boldface** and repealed matter by *italics*.

SS  
08/08/16

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
Corporation Counsel

APPROVED: \_\_\_\_\_  
Business Administrator

Certification Required ☐

Not Required ☐

## **RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

### **Full Title of Resolution**

**ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 160 (FEE & CHARGES) SECTION I (FEE SCHEDULE ESTABLISHED) OF THE JERSEY CITY MUNICIPAL CODE**

### **Initiator**

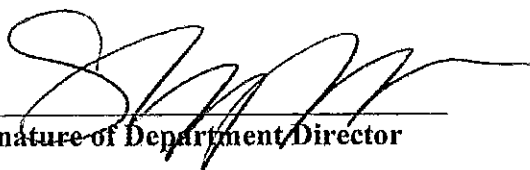
Department/Division	Health & Human Services	Director's Office
Name/Title	Stacey L. Flanagan	Director
Phone/email	Tel.: (201) 547-6800	sflanagan@jenj.org

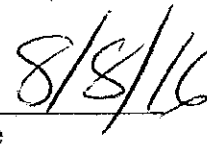
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

### **Resolution Purpose**

HHS is providing free training for ServSafe to ensure all food establishments receive training. HHS found location of exams and courses were often a barrier to JC food establishments. HHS is asking for food establishment owners and managers to pay for the cost of the exam as the certificate is non-transferrable.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

  
Date

City Clerk File No. Ord. 16.119

Agenda No. 3.B 1st Reading

Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 16.119<sup>5</sup>

TITLE: AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE III (PARKING, STANDING AND STOPPING) AND ARTICLE IX (PARKING FOR THE DISABLED) OF THE JERSEY CITY CODE DESIGNATING A RESERVED PARKING SPACE(S) AT 159 ARLINGTON AV; 165-167 ARLINGTON AV; 206 ARMSTRONG AV; 74 ATLANTIC AV; 195 BAY ST; 66 BELMONT AV; 136 CLARKE AV; 101 CLIFTON PL; 236 CONGRESS ST; 22 CULVER AV; 145A DWIGHT ST; 235 FIFTH ST; 57-59 FLEET ST; 257-259 FOURTH ST; 333 FULTON AV; 50 GLENWOOD AV; 428 GROVE ST; 474-1 HALLADAY ST; 103 HIGHLAND AV; 13 JEWETT AV; 19 KENSINGTON AV; 55-57 LIBERTY AV; 243-245 LIBERTY AV; 396 MANILA AV; 347 NINTH ST; 192 NORTH ST; 324 OLD BERGEN RD; 110A ORIENT AV; 279 PACIFIC AV; 454 PALISADE AV; 100 PEARSALL AV; 22 POPLAR ST; 100 ROMAINE AV; 55-57 ROOSEVELT AV; 318 ST. PAUL'S AV; 253 SEAVIEW AV; 272 SECOND ST; 74 STORMS AV; 326 SUMMIT AV; 1045 SUMMIT AV; 131 TERRACE AV; 34 TRENTON ST; 24 TROY ST; 414 UNION ST; 362 VAN NOSTRAND AV; 277 VIRGINIA AV; 11 WEGMAN CT; 129 WINFIELD AV; 63 WRIGHT AV AND 13 YALE AV AND AMEND THE RESERVED PARKING SPACE AT 6-8-10 BERGEN AV AND REPEAL THE RESERVED PARKING SPACE AT 389 BALDWIN AV; 224 CLAREMONT AV AND 71 CLARKE AV

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

1. Chapter 332 (Vehicles and Traffic) Article III (Parking, Standing and Stopping) and Article IX (Parking for the Disabled) of the Jersey City Code is hereby supplemented as follows:

Section 332-29. Disabled Parking Manual

Section 332-69 Restricted parking zones in front of or near residences of disabled drivers.

### PARKING FOR THE DISABLED

Restricted parking spaces, (measuring approximately 22 feet in length) in front of residential building for use by persons who have been issued special vehicle identification cards by the Division of Motor Vehicles and handicapped parking permits issued by the Traffic Division.

<u>Judy Kinery</u>	<u>159 Arlington Av</u>
<u>Walter Johnson</u>	<u>165 - 167 Arlington Av</u>
<u>James Sims</u>	<u>206 Armstrong Av</u>
<u>Betty Flowers</u>	<u>74 Atlantic St</u>
<u>Miguel Gutierrez</u>	<u>195 Bay St</u>
<u>Kenneth Prentiss</u>	<u>66 Belmont Av</u>
<u>Hattie [Jasper] Hill-Spry</u>	<u>6-8-10 Bergen Av</u>
<u>Leonardo Alina</u>	<u>136 Clarke Av</u>
<u>Jose Roman</u>	<u>101 Clifton Pl</u>
<u>James Fischer</u>	<u>236 Congress St</u>
<u>Fannie Knight</u>	<u>22 Culver Av</u>
<u>Darlene Soto</u>	<u>145A Dwight St</u>
<u>S. Michael Nadel</u>	<u>235 Fifth St</u>
<u>Alicia Dicupe</u>	<u>57-59 Fleet St [389 Baldwin Av]</u>
<u>Leopoldo Polanco</u>	<u>257-259 Fourth St</u>
<u>Merlita Cano</u>	<u>333 Fulton Av</u>
<u>Phineas Newborn</u>	<u>50 Glenwood Av</u>
<u>Miguel Caban</u>	<u>428 Grove St</u>

Continued.....

JDS:pc1

08.05.16

<u>Sandra Bryant</u>	<u>474-1 Halladay St</u>
<u>Geraldine Pleasants</u>	<u>103 Highland Av</u>
<u>Yolanda Jones</u>	<u>13 Jewett Av</u> [224 Claremont Av]
<u>Jose Guifarro</u>	<u>19 Kensington Av</u>
<u>Bhikhu Patel</u>	<u>55-57 Liberty Av</u>
<u>Sylvester Taflinski</u>	<u>243-245 Liberty Av</u>
<u>Tomasa DeLeon</u>	<u>396 Manila Av</u>
<u>Miguel Ortiz</u>	<u>396 Manila Av</u>
<u>Andrew Critelli</u>	<u>347 Ninth St</u>
<u>Dionisio s. Chua</u>	<u>192 North St</u>
<u>Raul Bustamante</u>	<u>324 Old Bergen Rd</u>
<u>Dawn Berrios</u>	<u>110A Orient Av</u> [71 Clarke Av]
<u>Esperanza Torres</u>	<u>279 Pacific Av</u>
<u>Helen Baltzis</u>	<u>454 Palisade Av</u>
<u>Janet Mauer</u>	<u>100 Pearsall Av</u>
<u>Michael Pastrana</u>	<u>22 Poplar St</u>
<u>Linda Alcantara</u>	<u>100 Romaine Av</u>
<u>Deborah Payton</u>	<u>55-57 Roosevelt Av</u>
<u>Karen Thurston</u>	<u>55-57 Roosevelt Av</u>
<u>Osama Hasson</u>	<u>318 St. Paul's Av</u>
<u>Emad Ibrahim</u>	<u>253 Seaview Av</u>
<u>Michael Junor</u>	<u>272 Second St</u>
<u>Ruth Johnson</u>	<u>74 Storms Av</u>
<u>Wanda Aquino</u>	<u>326 Summit Av</u>
<u>Carlos Cordero</u>	<u>1045 Summit Av</u>
<u>James Aviles</u>	<u>131 Terrace Av</u>
<u>Maria and Santino Capuano</u>	<u>34 Trenton St</u>
<u>John Brown</u>	<u>24 Troy St</u>
<u>Rosa Heredia</u>	<u>414 Union St</u>
<u>Kamon Singh</u>	<u>362 Van Nosrand Av</u>
<u>Heidi Shannon</u>	<u>277 [275] Virginia Av</u>
<u>Margaret Cody</u>	<u>11 Wegman Ct</u>
<u>Howard Olsen</u>	<u>129 Winfield Av</u>
<u>Elizabeth O'Donnell</u>	<u>63 Wright Av</u>
<u>Francis Villafane</u>	<u>13 Yale Av</u>

2. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
3. This ordinance shall be a part of the Jersey City Code as though codified and incorporated in the official copies of the Jersey City Code.
4. This ordinance shall take effect at the time and in the manner as prescribed by law.
5. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: The new material to be inserted is underscored; the material to be repealed is in [brackets].

JDS:pcj  
(8.5.16)

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Corporation Counsel

APPROVED: \_\_\_\_\_  
Director of Traffic & Transportation

APPROVED: \_\_\_\_\_  
Municipal Engineer

APPROVED: \_\_\_\_\_  
Business Administrator

Certification Required ☐  
Not Required ☐



**ORDINANCE FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance**

AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE III (PARKING, STANDING AND STOPPING) AND ARTICLE IX (PARKING FOR THE DISABLED) OF THE JERSEY CITY CODE DESIGNATING A RESERVED PARKING SPACE(S) AT 159 ARLINGTON AV; 165-167 ARLINGTON AV; 206 ARMSTRONG AV; 74 ATLANTIC AV; 195 BAY ST; 66 BELMONT AV; 136 CLARKE AV; 101 CLIFTON PL; 236 CONGRESS ST; 22 CULVER AV; 145A DWIGHT ST; 235 FIFTH ST; 57-59 FLEET ST; 257-259 FOURTH ST; 333 FULTON AV; 50 GLENWOOD AV; 428 GROVE ST; 474-1 HALLADAY ST; 103 HIGHLAND AV; 13 JEWETT AV; 19 KENSINGTON AV; 55-57 LIBERTY AV; 243-245 LIBERTY AV; 396 MANILA AV; 347 NINTH ST; 192 NORTH ST; 324 OLD BERGEN RD; 110A ORIENT AV; 279 PACIFIC AV; 454 PALISADE AV; 100 PEARSALL AV; 22 POPLAR ST; 100 ROMAINE AV; 55-57 ROOSEVELT AV; 318 ST. PAUL'S AV; 253 SEAVIEW AV; 272 SECOND ST; 74 STORMS AV; 326 SUMMIT AV; 1045 SUMMIT AV; 131 TERRACE AV; 34 TRENTON ST; 24 TROY ST; 414 UNION ST; 362 VAN NOSTRAND AV; 277 VIRGINIA AV; 11 WEGMAN CT; 129 WINFIELD AV; 63 WRIGHT AV AND 13 YALE AV AND AMEND THE RESERVED PARKING SPACE AT 6-8-10 BERGEN AV AND REPEAL THE RESERVED PARKING SPACE AT 389 BALDWIN AV; 224 CLAREMONT AV AND 71 CLARKE AV

**Initiator**

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Councilwoman Joyce Watterman, Chairwoman on behalf of the Municipal Council Committee for Disabled Parking	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

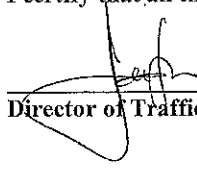
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Ordinance Purpose**

To designate a reserved parking space, repeal or amend an existing reserved parking space at various locations throughout the City.

All applicants have submitted applications that were reviewed and approved by the Municipal Council Committee for Disabled Parking.

I certify that all the facts presented herein are accurate.

  
\_\_\_\_\_  
Director of Traffic & Transportation

8/5/16  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Department Director

\_\_\_\_\_  
Date



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

**CITY OF JERSEY CITY**  
DEPARTMENT OF ADMINISTRATION  
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION  
MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVE EAST | JERSEY CITY, NJ 07305  
P: 201 547 4470 | F: 201 369 7292



ROBERT KAKOLESKI  
BUSINESS ADMINISTRATOR

**MEMORANDUM**

**DATE:** August 5, 2016

**TO:** Jeremy Farrell, Corporation Counsel  
Robert Kakoleski, Business Administrator  
Robert Byrne, City Clerk  
Councilwoman Joyce Watterman, Chairwoman  
Municipal Council Committee for Disabled Parking

**FROM:** Patricia Logan, Supervising Traffic Investigator  
Division of Engineering, Traffic and Transportation

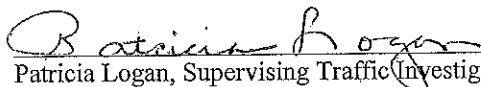
**SUBJECT:** **ORDINANCE – RESERVED PARKING SPACES**

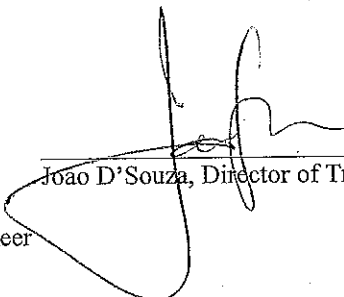
At the request of The Municipal Council Committee for Disabled Parking, kindly be advised this Division has proposed an Ordinance (for the Council's consideration) to change Chapter 332(Vehicles and Traffic) of the Jersey City Municipal Code designating, amending and repealing a reserved parking space for the disabled at the locations listed on the attached Ordinance.

All of the individuals listed on this Ordinance submitted applications with supporting medical information that were reviewed and approved by the Committee.

The recommended changes should appear on the August 17, 2016 Municipal Council Meeting Agenda.

If you have any questions, feel free to contact me at 201.547.4492 or at [PatriciaL@jcnj.org](mailto:PatriciaL@jcnj.org).

  
Patricia Logan, Supervising Traffic Investigator

  
Joao D'Souza, Director of Traffic & Transportation

C: Andrew Vischio, P.E., Assistant Traffic Engineer  
Jose R. Cunha, P.E., Municipal Engineer  
Mark Albiez, Chief of Staff  
Mary Spinello Paretti, Business Manager, Parking Enforcement Division, JCPD  
Municipal Council Committee for Disabled Parking  
Council President Lavarro, Jr  
Councilman Hallanan, III  
Councilwoman Osborne  
Councilman Rivera  
Councilman Boggiano  
Councilwoman Coleman  
Councilman Gajewski  
Councilman Yun

City Clerk File No. Ord. 16.120

Agenda No. 3.C 1st Reading

Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 16.120

**TITLE:**

AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE II (TRAFFIC REGULATIONS) OF THE JERSEY CITY TRAFFIC CODE AMENDING SECTION 332-4 (SPEED LIMITS) REPEALING THE 30 MPH SPEED LIMIT ON GARFIELD AVENUE FROM WEST 55<sup>TH</sup> STREET TO CATOR AVENUE AND FROM EASTERN PARKWAY TO GRAND STREET AND THE 35 MPH SPEED LIMIT FROM CATOR AVENUE TO EASTERN PARKWAY AND DESIGNATING A 25 MPH SPEED LIMIT ON THE ENTIRE LENGTH OF GARFIELD AVENUE

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

- Chapter 332 (Vehicles and Traffic) Article II (Speed Limits) of the Jersey City Code is hereby supplemented as follows:

Section 332-4

Speed Limits

The speed limit for traffic along the streets, or parts thereof, listed below is hereby established at the rate of speed indicated.

Name of Street	Speed Limit (mph)	Limits
Garfield Av	<u>25</u>	<u>Entire length</u>
	[30	<i>From West 55<sup>th</sup> St to Cator Av</i>
	35	<i>From Cator Av to Eastern Pkwy</i>
	30	<i>From Eastern Pkwy to Grand St]</i>

- All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- This ordinance shall be a part of the Jersey City Code as though codified and incorporated in the official copies of the Jersey City Code.
- The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

**NOTE:** The material to be inserted is underscored; the material to be repealed is in [brackets].

JDS:pc1  
(07.20.16)

APPROVED: \_\_\_\_\_  
Director of Traffic & Transportation

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_  
Municipal Engineer

APPROVED: \_\_\_\_\_  
Business Administrator

\_\_\_\_\_  
Corporation Counsel

Certification Required ☐  
Not Required ☐

**ORDINANCE FACT SHEET – NON-CONTRACTUAL**

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**Full Title of Ordinance**

**AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE II (TRAFFIC REGULATIONS) OF THE JERSEY CITY TRAFFIC CODE AMENDING SECTION 332-4(SPEED LIMITS) REPEALING THE 30 MPH SPEED LIMIT ON GARFIELD AVENUE FROM WEST 55<sup>TH</sup> STREET TO CATOR AVENUE AND FROM EASTERN PARKWAY TO GRAND STREET AND THE 35 MPH SPEED LIMIT FROM CATOR AVENUE TO EASTERN PARKWAY AND DESIGNATING A 25 MPH SPEED LIMIT ON THE ENTIRE LENGTH OF GARFIELD AVENUE**

**Initiator**

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the recommendation of Andrew Vischio, P.E., Assistant Traffic Engineer	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Ordinance Purpose**

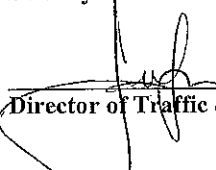
**REPEALING THE 30 MPH SPEED LIMIT ON GARFIELD AVENUE FROM WEST 55<sup>TH</sup> STREET TO CATOR AVENUE AND FROM EASTERN PARKWAY TO GRAND STREET AND THE 35 MPH SPEED LIMIT FROM CATOR AVENUE TO EASTERN PARKWAY AND DESIGNATING A 25 MPH SPEED LIMIT ON THE ENTIRE LENGTH OF GARFIELD AVENUE**

The entire length of Garfield Avenue should be designated as a 25 mph road, which would be consistent with all other roadways under the City's jurisdiction.

Also:

1. There already exists a 25 mph school zone in the vicinity P.S. 40
2. Traffic calming measures have previously been requested at the non-signalized intersections of Pearsall Avenue and Winfield Avenue with Garfield Avenue
3. Increased pedestrian traffic due to the Danforth Avenue and Richard Street Light Rail Stations
4. Increased pedestrian traffic due to Bayside Park and Berry Lane Park
5. Bike lanes west of Cator Avenue

I certify that all the facts presented herein are accurate.

  
\_\_\_\_\_  
Director of Traffic & Transportation

7/21/16  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Department Director

\_\_\_\_\_  
Date



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

**CITY OF JERSEY CITY**  
DEPARTMENT OF ADMINISTRATION  
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION  
MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVE EAST | JERSEY CITY, NJ 07305  
P: 201 547 4470 | F: 201 369 7292



ROBERT KAKOLESKI  
BUSINESS ADMINISTRATOR

## MEMORANDUM

**DATE:** July 20, 2016

**TO:** Jeremy Farrell, Corporation Counsel ✓  
Robert Kakoleski, Business Administrator  
Robert Byrne, City Clerk  
James Shea, Director, Department of Public Safety  
Councilman Frank Gajewski, Ward A

**FROM:** Patricia Logan, Supervising Traffic Investigator  
Division of Engineering, Traffic and Transportation

**SUBJECT:** **PROPOSED ORDINANCE – GARFIELD AVENUE – SPEED LIMIT**

Please be advised, at the recommendation of Andrew Vischio, P.E., Assistant Traffic Engineer, this Division has proposed legislation (for the Council's consideration) amending Chapter 332(Vehicles and Traffic) Section 332-4(Speed Limits) of the Jersey City Traffic Code.

The purpose of this Ordinance is to repeal the 30 MPH speed limit on Garfield Avenue from West 55<sup>th</sup> Street to Cator Avenue; from Eastern Parkway to Grand Street and the 35 MPH speed limit from Cator Avenue to Eastern Parkway and designate the speed limit on the entire length of Garfield Avenue as 25 MPH.

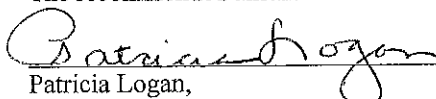
It is our recommendation that the entire length of Garfield Avenue should be designated as a 25 MPH road, which would be consistent with all other roadways under the City's jurisdiction.

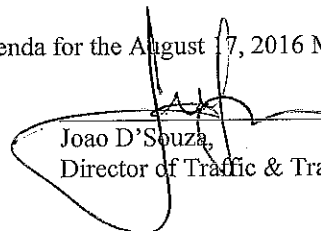
Also:

1. There already exists a 25 mph school zone in the vicinity P.S. 40
2. Traffic calming measures have previously been requested at the non-signalized intersections of Pearsall Avenue and Winfield Avenue with Garfield Avenue
3. Increased pedestrian traffic due to the Danforth Avenue and Richard Street Light Rail stations
4. Increased pedestrian traffic due to Bayside Park and Berry Lane Park
5. Bike lanes west of Cator Avenue

Councilman Gajewski has been notified of our recommendation for the change in the speed limit, E Mail attached.

The recommended amendments should appear on the Agenda for the August 17, 2016 Municipal Council Meeting.

  
Patricia Logan,  
Supervising Traffic Investigator

  
Joao D'Souza,  
Director of Traffic & Transportation

C: Jose R. Cunha, P.E., Municipal Engineer  
Andrew Vischio, P.E.  
Chief of Staff Mark Albiez  
Philip Zacche, Chief of Police  
Commander, South District  
Council President LaVarro, Jr.  
Councilman Hallanan, III  
Councilwoman Osborne

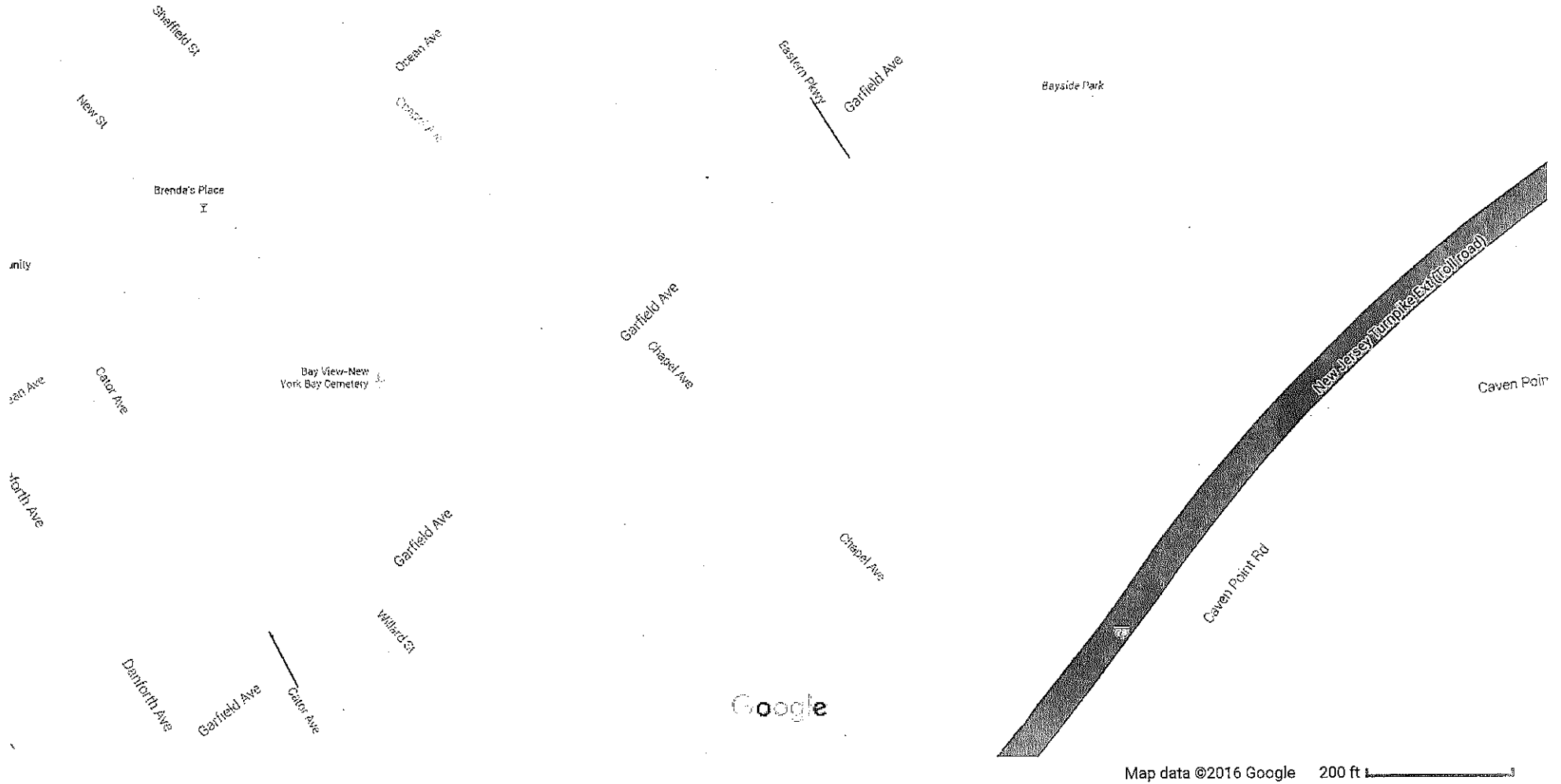
Councilwoman Watterman  
Councilman Boggiano  
Councilwoman Coleman

Councilman Rivera  
Councilman Yun



CURRENTLY 30 MPH

Google Maps



CURRENTLY 35 MPH

Google Maps



PRESENTLY 30 MPH



City Clerk File No. Ord. 16.121  
Agenda No. 3.D 1st Reading  
Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE **16.121**  
AN ORDINANCE SUPPLEMENTING CHAPTER 332(VEHICLES AND TRAFFIC)  
TITLE: ARTICLE III(PARKING, STANDING AND STOPPING) OF THE JERSEY CITY CODE  
AMENDING SECTION 332-24(PARKING PROHIBITED CERTAIN HOURS)  
DESIGNATING 54 FEET AS NO PARKING BEGINNING 5:00 P.M. MONDAY  
THROUGH 9:00 A.M. TUESDAY AND 5:00 P.M. THURSDAY THROUGH 9:00 A.M.  
FRIDAY ON THE SOUTH SIDE OF SECOND STREET BETWEEN THE DRIVEWAYS  
TO PORTOFINO AND CANDLEWOOD SUITES

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

1. Chapter 332 (Vehicles and Traffic) Article III (Parking, Standing and Stopping) of the Jersey City Code is hereby supplemented as follows:

Section 332-24 PARKING PROHIBITED CERTAIN HOURS  
No person shall park a vehicle between the hours specified upon any of the streets or parts thereof listed below.

Name of Street	Side	Days of Week	Hours	Limits
Second St	North	Tu to Sun	11:00 a.m. to 10:00 p.m.	116 feet west of Coles St 20 feet west
	South	<u>Mon</u>	<u>5:00 p.m. to</u>	<u>368 feet east of Greene St 54 feet east</u>
		<u>Tu</u>	<u>9:00 a.m.</u>	
		<u>Thurs</u>	<u>5:00 p.m. to</u>	
		<u>Fri</u>	<u>9:00 a.m.</u>	

2. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.  
3. This ordinance shall be a part of the Jersey City Code as though codified and incorporated in the official copies of the Jersey City Code.  
4. The City Clerk and the Corporation Counsel be and they are hereby authorized and director to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

**NOTE:** The new material to be inserted is underlined.

JDS:pcl  
07.22.16

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Corporation Counsel

APPROVED: \_\_\_\_\_  
Director of Traffic & Transportation

APPROVED: \_\_\_\_\_  
Municipal Engineer  
APPROVED: \_\_\_\_\_

\_\_\_\_\_  
Business Administrator

Certification Required ☐  
Not Required ☐

**ORDINANCE FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance**

AN ORDINANCE SUPPLEMENTING CHAPTER 332(VEHICLES AND TRAFFIC) ARTICLE III(PARKING, STANDING AND STOPPING) OF THE JERSEY CITY CODE AMENDING SECTION 332-24(PARKING PROHIBITED CERTAIN HOURS) DESIGNATING 54 FEET AS NO PARKING BEGINNING 5:00 P.M. MONDAY THROUGH 9:00 A.M. TUESDAY AND 5:00 P.M. THURSDAY THROUGH 9:00 A.M. FRIDAY ON THE SOUTH SIDE OF SECOND STREET BETWEEN THE DRIVEWAYS TO PORTOFINO AND CANDLEWOOD SUITES

**Initiator**

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of the Portofino Condominium Association, One Second Street, JCNJ	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

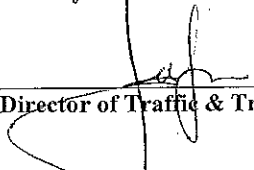
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Ordinance Purpose**

AN ORDINANCE DESIGNATING 54 FEET AS NO PARKING BEGINNING 5:00 P.M. MONDAY THROUGH 9:00 A.M. TUESDAY AND 5:00 P.M. THURSDAY THROUGH 9:00 A.M. FRIDAY ON THE SOUTH SIDE OF SECOND STREET BETWEEN THE DRIVEWAYS TO PORTOFINO AND CANDLEWOOD SUITES

This area will serve as a staging area for garbage dumpsters from 5:00 p.m. Monday to 9:00 a.m. Tuesday and from 5:00 p.m. Thursday to 9:00 a.m. Friday

I certify that all the facts presented herein are accurate.

  
\_\_\_\_\_  
Director of Traffic & Transportation

7/22/16  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Department Director

\_\_\_\_\_  
Date



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

**CITY OF JERSEY CITY**  
DEPARTMENT OF ADMINISTRATION  
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION  
MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVE EAST | JERSEY CITY, NJ 07305  
P: 201 547 4470 | F: 201 369 7292



ROBERT KAKOLESKI  
BUSINESS ADMINISTRATOR

**MEMORANDUM**

**DATE:** July 22, 2016

**TO:** Jeremy Farrell, Corporation Counsel  
Robert Kakoleski, Business Administrator  
Robert Byrne, City Clerk  
Councilwoman Candice Osborne Ward E

**FROM:** Patricia Logan, Supervising Traffic Investigator  
Division of Engineering, Traffic and Transportation

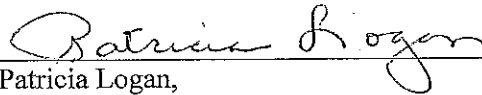
**SUBJECT:** PROPOSED LEGISLATION – SECOND STREET

At the request of Portofino Condominium Association, this Division has proposed a Resolution (for Municipal Council approval) designating a 54 foot loading zone on the south side of Second Street, beginning 368 feet east of Greene Street. The loading zone will be located between the driveways to Portofino and Candlewood Suites. The loading zone will be in effect 9:00 a.m. to 5:00 p.m., Monday through Saturday. The loading zone will facilitate moving trucks and loading and unloading of merchandise to and from Portofino and the Candlewood Suites.

This Division also proposed an Ordinance prohibiting parking, at this same location, beginning 5:00 p.m. Monday through 9:00 a.m. Tuesday and 5:00 p.m. Thursday through 9:00 a.m. Friday to facilitate the pick-up and drop-off of the sanitation containers for Portofino without any adverse effect to the community.

Councilwoman Osborne has been advised of the proposed legislation, E Mail attached.

It is anticipated this legislation will be on the Agenda for the August 17, 2016 Municipal Council Meeting. If you have any questions regarding this Resolution, please feel free to contact me at ex. 4492 or at [PatriciaL@icnj.org](mailto:PatriciaL@icnj.org).



Patricia Logan,  
Supervising Traffic Investigator

  
Joao D'Souza,  
Director of Traffic & Transportation

C: Andrew Vischio, P.E., Assistant Traffic Engineer  
Jose R. Cunha, P.E., Municipal Engineer  
Mark Albiez, Chief of Staff  
Mary Spinello-Paretti, Business Manager, Parking Enforcement Division, Public Safety  
Council President LaVarro, Jr.      Councilwoman Watterman      Councilman Rivera  
Councilman Gajewski      Councilman Hallanan, III      Councilman Boggiano  
Councilman Yun      Councilwoman Coleman

2nd St



Image capture: Aug 2013 © 2016 Google

Jersey City, New Jersey

Street View - Aug 2013

City Clerk File No. Ord. 16.122

Agenda No. 3.E 1st Reading

Agenda No.                      2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 16.122  
AN ORDINANCE SUPPLEMENTING CHAPTER 332(VEHICLES AND TRAFFIC)  
TITLE: ARTICLE III(PARKING, STANDING AND STOPPING) OF THE JERSEY CITY CODE  
AMENDING SECTION 332-24(PARKING PROHIBITED CERTAIN HOURS)  
DESIGNATING 50 FEET AS NO PARKING ON THE EAST SIDE OF SUMMIT SIDE  
BEGINNING 318 FEET SOUTH OF SIP AVENUE, DAILY, 5:00 A.M. TO 8:00 P.M.

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

1. Chapter 332 (Vehicles and Traffic) Article III (Parking, Standing and Stopping) of the Jersey City Code is hereby supplemented as follows:

Section 332-24 PARKING PROHIBITED CERTAIN HOURS  
No person shall park a vehicle between the hours specified upon any of the streets or parts thereof listed below.

Name of Street	Side	Days of Week	Hours	Limits
Summit Av	Both	All days	7:00 a.m. to 9:00 a.m. 4:00 p.m. to 6:00 p.m.	Pavonia Av to Newark Av
			7:00 a.m. to 9:00 a.m. 4:00 p.m. to 6:00 p.m.	Path cut Bridge to Pavonia Av
	East	All days	7:00 a.m. to 9:00 a.m. [p.m.] 4:00 p.m. to 6:00 p.m.	85 feet south of Newark Av 85 feet south
	East	All days	<u>5:00 a.m. to 8:00 p.m.</u>	<u>318 feet south of Sip Av 50 feet south</u>

2. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

3. This ordinance shall be a part of the Jersey City Code as though codified and incorporated in the official copies of the Jersey City Code.

4. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

**NOTE:** The new material to be inserted is underscored; the material to be repealed is in [brackets].

JDS:pc  
07.21.16

APPROVED:                       
Director of Traffic & Transportation

APPROVED AS TO LEGAL FORM

APPROVED: Jose R. Cunha  
Municipal Engineer  
APPROVED:                     

Corporation Counsel

Business Administrator

Certification Required ☐  
Not Required ☐

**ORDINANCE FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance**

AN ORDINANCE SUPPLEMENTING CHAPTER 332(VEHICLES AND TRAFFIC) ARTICLE III(PARKING, STANDING AND STOPPING) OF THE JERSEY CITY CODE AMENDING SECTION 332-24(PARKING PROHIBITED CERTAIN HOURS) DESIGNATING 50 FEET AS NO PARKING ON THE EAST SIDE OF SUMMIT SIDE BEGINNING 318 FEET SOUTH OF SIP AVENUE, DAILY, 5:00 A.M. TO 8:00 P.M.

**Initiator**

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Martin Newmark of Porzio Bromberg & Newman.P.C. on behalf of their client DaVita Health Care Partners, 418 Summit Avenue, JCNJ	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

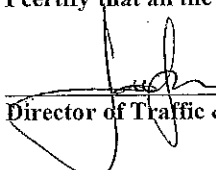
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Ordinance Purpose**

DESIGNATING 50 FEET AS NO PARKING ON THE EAST SIDE OF SUMMIT SIDE BEGINNING 318 FEET SOUTH OF SIP AVENUE, DAILY, 5:00 A.M. TO 8:00 P.M.

This area will facilitate the drop-off and pick-up of Dialysis Patients to and from the DaVita Health Care Partners, Inc. located at 418 Summit Avenue. The 50 foot area will accommodate two vehicles at the same time.

I certify that all the facts presented herein are accurate.

  
\_\_\_\_\_  
Director of Traffic & Transportation

7/21/16  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Department Director

\_\_\_\_\_  
Date



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

**CITY OF JERSEY CITY**  
DEPARTMENT OF ADMINISTRATION  
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION  
MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVE EAST | JERSEY CITY, NJ 07305  
P: 201 547 4470 | F: 201 369 7292



ROBERT KAKOLESKI  
BUSINESS ADMINISTRATOR

**MEMORANDUM**

**DATE:** July 21, 2016

**TO:** Jeremy Farrell, Corporation Counsel  
Robert Kakoleski, Business Administrator  
Robert Byrne, City Clerk  
Councilman Richard Boggiano, Ward C

**FROM:** Patricia Logan, Supervising Traffic Investigator  
Division of Engineering, Traffic and Transportation

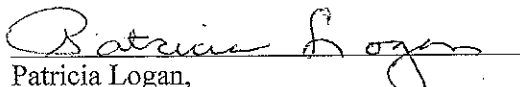
**SUBJECT:** **PROPOSED ORDINANCE – NO PARKING CERTAIN HOURS**

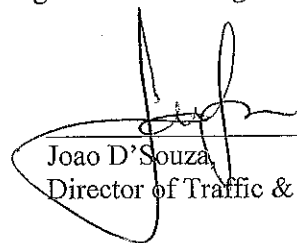
Please be advised, at the request of Martin Newmark, Porzio Bromberg & Newman P.C. on behalf of their client DaVita Health Care Partners, Inc. located at 418 Summit Avenue, this Division has proposed legislation (for the Council's consideration) amending Chapter 332(Vehicles and Traffic) Section 332-24(Parking prohibited certain hours) of the Jersey City Traffic Code.

The purpose of this Ordinance is to designate a 50 foot area on the east side of Summit Avenue, adjacent to the driveway to the parking lot to the health care facility, to serve as a drop-off and pick-up area for patients going to and from the Dialysis Center. The "no parking" will be in effect, 5:00 a.m. to 8:00 p.m., Daily.

Councilman Boggiano has been notified of proposed parking regulation, (E Mail attached).

The recommended amendments should appear on the Agenda for the August 17, 2016 Municipal Council Meeting.

  
Patricia Logan,  
Supervising Traffic Investigator

  
Joao D'Souza,  
Director of Traffic & Transportation

C: Jose R. Cunha, P.E., Municipal Engineer  
Andrew Vischio, P.E., Assistant Traffic Engineer  
Mayor Fulop  
Chief of Staff Mark Albiez  
Philip Zacche, Chief of Police  
Captain Martinez, Commander, North District  
Mary Spinello-Paretti, Business Administrator, Division of Parking Enforcement, Public Safety  
Martin Newmark, Porzio Bromberg & Newman P.C.  
Council President LaVarro, Jr.      Councilwoman Watterman      Councilman Rivera  
Councilman Gajewski      Councilman Hallanan, III      Councilman Yun  
Councilwoman Osborne      Councilwoman Coleman

# Summit Ave

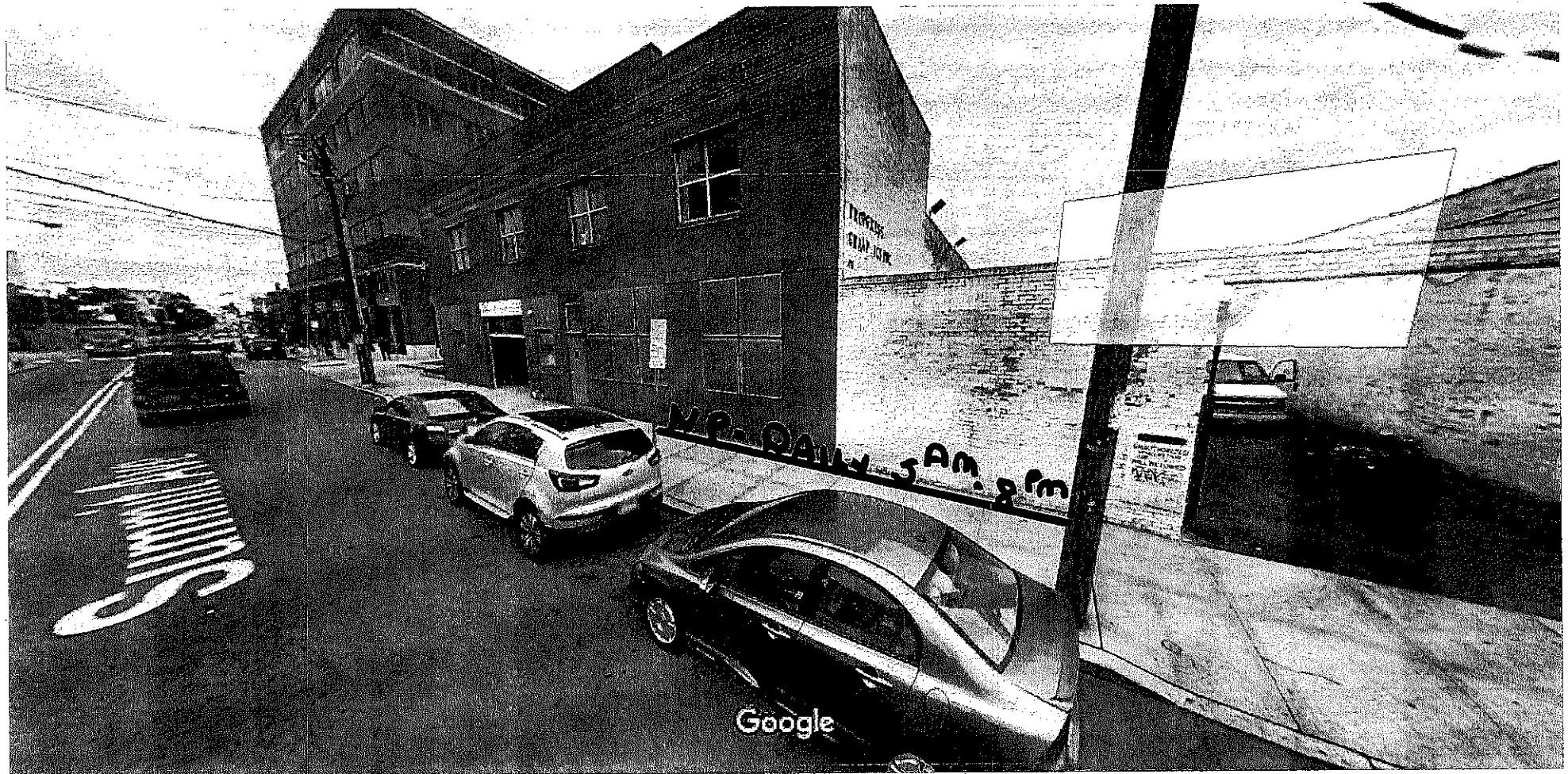


Image capture: Jun 2015 © 2016 Google

Jersey City, New Jersey

Street View - Jun 2015

JOURNAL SQUARE



live



City Clerk File No. Ord. 16.123

Agenda No. 3.F 1st Reading

Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 16.123

**TITLE:** AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE XIII(PARKING, STANDING AND STOPPING) SECTION 332-31(PARKING RESTRICTIONS FOR STREET CLEANING PURPOSES) DESIGNATING PARKING RESTRICTIONS FOR STREET CLEANING PURPOSES ON SKYLINE DRIVE; VREELAND TERRACE AND WEGMAN COURT DEAD END STREETS EAST OF GARFIELD AVENUE

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

- Chapter 332 (Vehicles and Traffic) Article XIII(Parking, Standing and Stopping) of the Jersey City Code is hereby supplemented as follows:

Section 332-31 Parking restrictions for street cleaning purposes.  
No person shall park a vehicle upon any of the streets or sides of the streets either in whole or in part, during the hours of the days listed below.

<u>Name of Street</u>	<u>Side</u>	<u>Days of the Week</u>	<u>Hours</u>	<u>Limits</u>
<u>Skyline Dr</u>	<u>South</u>	<u>M - Th</u>	<u>8:00 a.m. to 10:00 a.m.</u>	<u>Entire length</u>
	<u>North</u>	<u>Tu - F</u>	<u>8:00 a.m. to 10:00 a.m.</u>	<u>Entire length</u>
<u>Vreeland Ter</u>	<u>South</u>	<u>M - Th</u>	<u>8:00 a.m. to 10:00 a.m.</u>	<u>Entire length</u>
	<u>North</u>	<u>Tu - F</u>	<u>8:00 a.m. to 10:00 a.m.</u>	<u>Entire length</u>
<u>Wegman Ct</u>	<u>South</u>	<u>M - Th</u>	<u>8:00 a.m. to 10:00 a.m.</u>	<u>Entire length</u>
	<u>North</u>	<u>Tu - Fri</u>	<u>8:00 a.m. to 10:00 a.m.</u>	<u>Entire length</u>

- All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- This ordinance shall be a part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- This Ordinance shall take effect at the time and in the manner as provided by law.
- The City Clerk and Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

**NOTE:** All material to be inserted is new and underscored.

JDS:pcl  
(07.28.16)

APPROVED: \_\_\_\_\_  
Director of Traffic & Transportation

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_  
Municipal Engineer  
APPROVED: \_\_\_\_\_  
Business Administrator

Corporation Counsel

Certification Required ☐  
Not Required ☐

**ORDINANCE FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance**

AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE XIII(PARKING, STANDING AND STOPPING) SECTION 332-31(PARKING RESTRICTIONS FOR STREET CLEANING PURPOSES) DESIGNATING PARKING RESTRICTIONS FOR STREET CLEANING PURPOSES ON SKYLINE DRIVE; VREELAND TERRACE AND WEGMAN COURT DEAD END STREETS EAST OF GARFIELD AVENUE

**Initiator**

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Gerald McCann, Supervisor – Street Sweeping – DPW	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

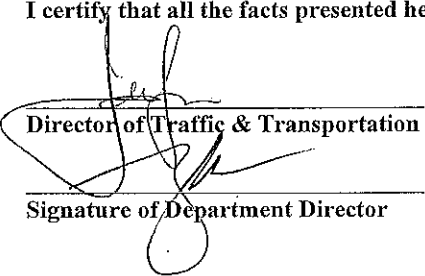
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Ordinance Purpose**

AN ORDINANCE DESIGNATING PARKING RESTRICTIONS FOR STREET CLEANING PURPOSES ON SKYLINE DRIVE; VREELAND TERRACE AND WEGMAN COURT DEAD END STREETS EAST OF GARFIELD AVENUE

This legislation is necessary in order for the Chapter 332 (Traffic Code) of the Municipal Code will reflect the signs that are installed on the street.

I certify that all the facts presented herein are accurate.

  
\_\_\_\_\_  
Director of Traffic & Transportation

\_\_\_\_\_  
Signature of Department Director

7/28/16  
Date

8/8/16  
Date



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

**CITY OF JERSEY CITY**  
DEPARTMENT OF ADMINISTRATION  
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION  
MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVE EAST | JERSEY CITY, NJ 07305  
P: 201 547 4470 | F: 201 369 7292



ROBERT KAKOLESKI  
BUSINESS ADMINISTRATOR

**MEMORANDUM**

**DATE:** August 2, 2016

**TO:** Jeremy Farrell, Corporation Counsel ✓  
Robert Kakoleski, Business Administrator  
Robert Byrne, City Clerk  
James Shea, Director, Department of Public Safety  
Councilman Frank Gajewski, Ward A  
Councilwoman Coleman, Ward F

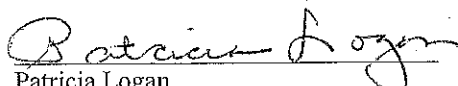
**FROM:** Patricia Logan, Supervising Traffic Investigator  
Division of Engineering, Traffic and Transportation


**SUBJECT:** **PROPOSED ORDINANCE – PARKING RESTRICTIONS FOR STREET CLEANING**

At the request of Gerald McCann, Supervisor – Street Sweeping, please be advised an Ordinance has been proposed by this Division, (for Municipal Council approval), supplementing Chapter 332 (Vehicles and Traffic) Section 332-31 (Parking restrictions for street cleaning purposes) of the Jersey City Code. The proposed legislation is necessary in order for the Traffic Code to reflect the parking signs that are currently installed on the Skyline Drive, Vreeland Terrace and Wegman Court, all dead end streets east of Garfield Avenue.

Both Councilman Gajewski and Councilwoman Coleman have been advised of the proposed parking changes, (E Mail attached). It is anticipated that this Ordinance will be on the Agenda for the August 17, 2016 Municipal Council meeting.

If you have any questions, feel free to contact me at ex. 4492 or at [PatriciaL@jcnj.org](mailto:PatriciaL@jcnj.org).

  
Patricia Logan,  
Supervising Traffic Investigator

  
Joao D'Souza,  
Director of Traffic & Transportation

C: Andrew Vischio, P.E., Assistant Traffic Engineer  
Jose R. Cunha, P.E., Municipal Engineer  
Mark Albiez, Chief of Staff  
Mary Spinello-Paretti, Business Manager, Parking Enforcement Division, Police Department  
Council President Lavarro, Jr.      Councilwoman Watterman      Councilman Rivera  
Councilman Hallahan, III      Councilman Boggiano      Councilman Yun  
Councilwoman Osborne

Google Maps



Google

Map data ©2016 Google 100 ft

City Clerk File No. Ord. 16.124

Agenda No. 3.6 1st Reading

Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



# ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE **16.124**

TITLE:

**ORDINANCE SUPPLEMENTING CHAPTER A351 (EXECUTIVE ORDERS AND ORDINANCES) OF THE JERSEY CITY CODE TO CREATE A NEW CLASSIFIED POSITION FOR AUDIO VISUAL SUPERVISOR**

**THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:**

A. The following supplements to Chapter A351 (Executive Orders and Ordinances) of the Jersey City Code are adopted:

Labor Grade

Title

\*

Audio Visual Supervisor

B. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

C. This ordinance shall be a part of the Jersey City Code as though codified and fully set forth therein. The City shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.

D. This ordinance shall take effect at the time and in the manner as provided by law.

E. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

**NOTE:** All new material is underlined; words in [brackets] are omitted.  
For purposes of advertising only, new matter is indicated by **boldface** and repealed matter by *italic*.

*\*Pursuant to N.J.S.A. 40:69A-43a.*

NR/he  
7/25/16

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
Corporation Counsel

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
Business Administrator

Certification Required ☐

Not Required ☐

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**ORDINANCE SUPPLEMENTING CHAPTER A351 (EXECUTIVE ORDERS AND ORDINANCES)  
OF THE JERSEY CITY CODE TO CREATE A NEW CLASSIFIED POSITION FOR ~~Audio Visual~~  
~~Supervisor~~**

**Initiator**

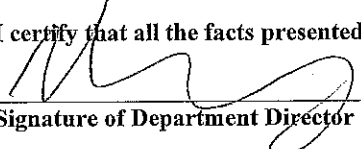
Department/Division	Human Resources	Workforce Management
Name/Title	Nancy Ramos	Director of Human Resources
Phone/email	(201) 547-5217	nancyr@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

To establish a New Title for Mahmoud Dahhan in accordance with New Jersey Department of Civil Services Commission Rules and Regulations.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

5/18/16  
Date



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY  
OFFICE OF THE MAYOR

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302  
P: 201 547 5500 | F: 201 547 5442



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

E.O. \_\_\_\_\_

\_\_\_\_\_, 2016

EXECUTIVE ORDER OF THE MAYOR  
OF THE  
CITY OF JERSEY CITY

**CLASSIFIED POSITIONS FOR CITY EMPLOYEES**

Pursuant to the Faulkner Act, N.J.S.A. 40:69A-48, as amended by L.1985, c.374, the Mayor is now authorized to set the salaries, wages or other compensation of all employees of administrative departments except department directors and employees whose salaries are required to be set by ordinance.

Pursuant to this authorization, I issue the following Executive Order establishing guidelines for salaries and wages of those employees whose salaries are set by the Mayor:

**Labor Grade**

**Title**

12

Audio Visual Supervisor

This order shall take effect immediately.

Very truly yours,

**STEVEN M. FULOP, MAYOR**

SMF/he

cc: Robert J. Kakoleski, Business Administrator  
Jeremy Farrell, Corporation Counsel  
Robert Byrne, City Clerk  
Donna Mauer, Chief Financial Officer  
Nancy Ramos, Personnel Director

Ordinance/Resolution Fact Sheet

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement, or contract that is submitted for Council consideration. Incomplete or sketch summary sheets will be returned with the resolution or ordinance. The Department, Division, or Agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate state of facts.

Full Title of Ordinance/Resolution/Cooperation Agreement:

Audio Visual Supervisor

Name & Title of Person Initiating Ordinance/Resolution, Etc.:

Nancy Ramos, Human Resources Director

Concise Description of the Program, Project, or Plan Proposed in the Ordinance:

Reasons for the Proposed Program, Project, Etc.:

Mahmoud Dahhan

Anticipated Benefits to the Community:

Cost of Program, Project, Etc.:(Indicate the dollar amount of City, State, Federal funds to be used as well as match and in-kind contributions.)

Date Proposed Program or Project will Commence: \_\_\_\_\_

Anticipated Completion Date: \_\_\_\_\_

Person Responsible for Coordinating Proposed Program, Project Etc.: \_\_\_\_\_

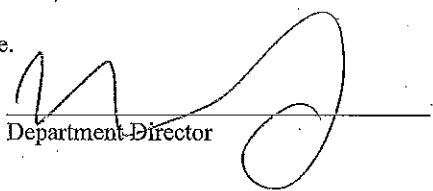
Additional Comments:

Union Affiliation - Jersey City Supervisor's Association

I Certify That All Facts Present Herein Are Accurate.

7/14/16

Date

  
Department Director

Date Submitted to Law Department

7/14/16



NEW TITLE

*Title: Audio Visual Supervisor*

*Department: Administration*

*Division: Communication*

*Labor Grade: 12*

*Min. \$ 11,100*

*Max. \$44,043*

*Union: JCSA*

*Employee: Mahmoud Dahhan*

*Address: 12 Van Wagener Avenue  
Jersey City, New Jersey 07306*

**SALARY: \$ 43,790**

City Clerk File No. Ord. 16.125

Agenda No. 3. H 1st Reading

Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE **16.125**

**TITLE:**

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE BATES STREET REDEVELOPMENT PLAN**

**WHEREAS**, the Municipal Council of the City of Jersey City, adopted the Bates Street Redevelopment Plan on May 24, 2006; and

**WHEREAS**, the Municipal Council seeks to re-start the redevelopment of the area by updating the standards and regulations within the redevelopment plan; and

**WHEREAS**, a copy of the amended text is attached hereto and made a part hereof, and is available for public inspection at the Offices of the City Clerk, City Hall, 280 Grove Street, Jersey City, NJ; and

**WHEREAS**, the following amendments to the Bates Street Redevelopment Plan have been reviewed by the Jersey City Planning Board at its meeting of November 10, 2015; and

**WHEREAS**, the Planning Board voted to recommend adoption of these amendments by the Municipal Council; and

**NOW, THEREFORE, BE IT ORDAINED** by the Municipal Council of the City of Jersey City that the recommended amendments to the Bates Street Redevelopment Plan be, and hereby are, adopted.

**BE IT FURTHER ORDAINED THAT:**

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be a part of the Jersey City Code as though codified and set forth fully herein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Council be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible repealers of existing provisions.
- E. The City Planning Division is hereby directed to give notice at least ten days prior to the hearing on the adoption of this Ordinance to the Hudson County Planning board and to all other persons entitled thereto pursuant to N.J.S. 40:55D-15 and N.J.S. 40:55D-53 (if required). Upon the adoption of this Ordinance after public hearing thereon, the City Clerk is hereby directed to publish notice of the passage thereof and to file a copy of the Ordinance as finally adopted with the Hudson County Planning Board as required by N.J.S. 40:55D-16. The clerk shall also forthwith transmit a copy of this Ordinance after final passage to the Municipal Tax Assessor as required by N.J.S. 40:49-2.1.

Maryann Bucci-Carter, PP, AICP, Director of Planning

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Corporation Counsel

APPROVED: 

APPROVED: \_\_\_\_\_

Business Administrator

Certification Required ☐

Not Required ☐

**ORDINANCE/RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution/ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution/ordinance.

**Full Title of Ordinance/Resolution****ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING  
AMENDMENTS TO THE BATES STREET REDEVELOPMENT PLAN****Initiator**

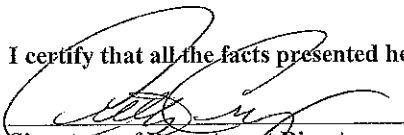
Department/Division	HEDC	City Planning
Name/Title	Maryann Bucci-Carter, PP, AICP	Director
	Jeff Wenger, PP, AICP	Principal Planner
Phone/email	201-547-5010	maryannb@jcnj.org / jeff@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

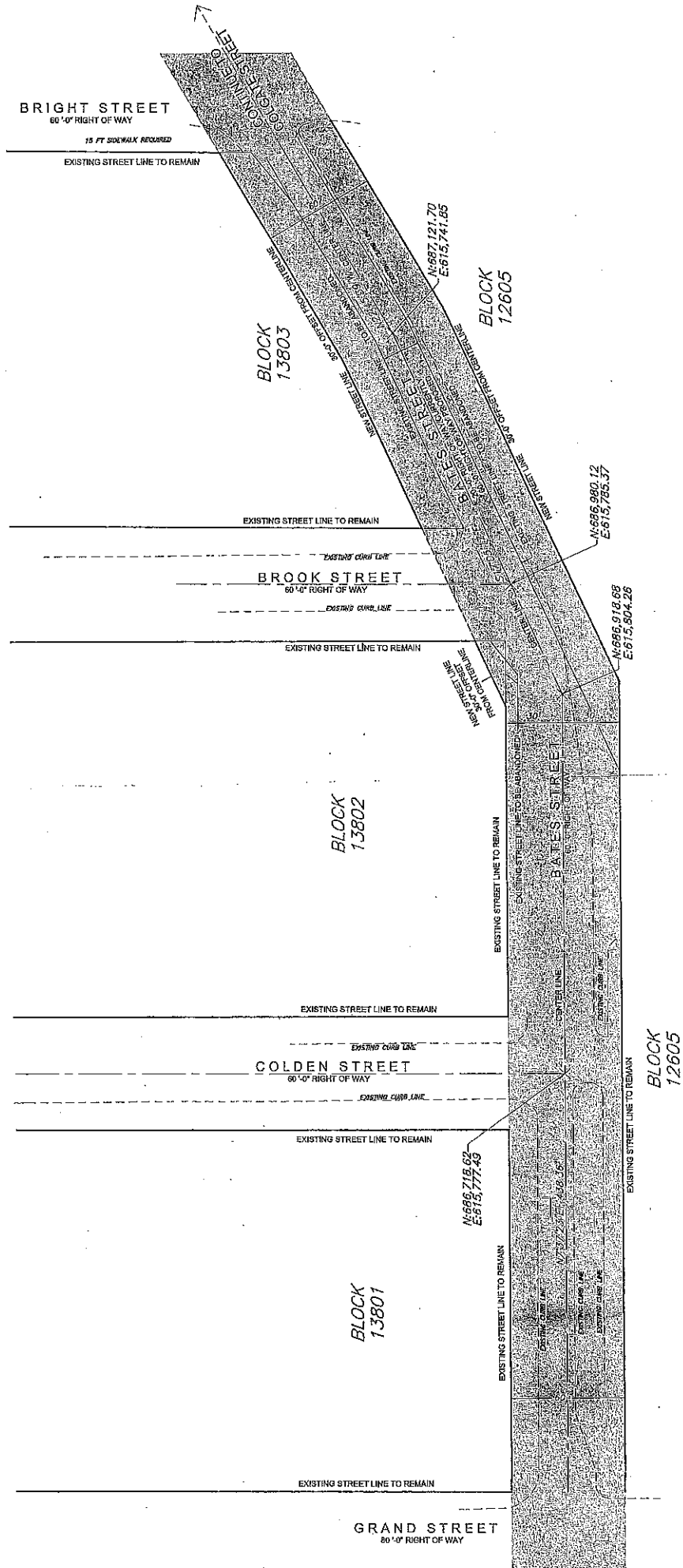
**Purpose**

This ordinance will amend the general development standards of the Bates Street Redevelopment Plan which was originally adopted in 2006, but has thus far not seen new development take place. The amendments will add permitted uses to ensure a more mixed use district and revise the bonus provisions to reduce building height and bulk, and allow for smaller residential unit sizes. The amendment will also provide surveyed building setbacks to accommodate improvements and widening of Bates Street.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

\_\_\_\_\_  
Date



## **SUMMARY STATEMENT**

### **ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE BATES STREET REDEVELOPMENT PLAN**

This ordinance will amend the general development standards of the Bates Street Redevelopment Plan which was originally adopted in 2006, but has thus far not seen new development take place. The amendments will add permitted uses to ensure a more mixed use district and revise the bonus provisions to reduce building height and bulk, and allow for smaller residential unit sizes. The amendment will also provide surveyed building setbacks to accommodate improvements and widening of Bates Street.

# Proposed Amendments to the BATES STREET REDEVELOPMENT PLAN

As Presented to the Jersey City Planning Board November 10, 2015

New text to be included is shown as Bold Italic, *Thusly*.  
Text to be removed is shown as a Strikethrough, ~~Thusly~~.  
Modifications are also highlighted in yellow.

Sections I. through Section VII. - NO CHANGE

Section VIII.

Sub-sections A. & B – NO CHANGE

## C. *Mixed Use* ~~Residential~~ District

### 1. Principal Permitted Uses

- a. ~~Residential Multi-family Buildings.~~
- b. Governmental uses.
- c. Public Parks.
- d. *Commercial Uses – (permitted within the district, and as required along the ground floor street frontage of Grand Street as indicated on Map 2).*
  - i. *Retail sales of goods and services.*
  - ii. *Offices*
  - iii. *Medical Offices*
  - iv. *Financial Institutions*
  - v. *Restaurants, category one and two, which may also include an accessory sidewalk café.*
  - vi. *Bars*
  - vii. *Theaters, Museums and Art Galleries.*
  - viii. *Education Facilities, public and private*
  - ix. *Child Care Centers*
- e. *Self-storage facilities – only when located within the upper levels of multi-story parking structures as part of the principal building.*

### 2. Uses incidental and accessory to the principal use, including:

- a. ~~Commercial Uses – limited to the ground floor of multi-family buildings and further limited to those areas on Map 2 delineated as required or optional commercial street frontages.~~
  - i. ~~Retail sales of goods and services.~~
  - ii. ~~Restaurants, category one and two, which may also include an accessory sidewalk café.~~
  - iii. ~~Bars.~~

- iv. ~~Offices.~~
- v. ~~Financial institutions.~~
- vi. ~~Art Galleries.~~

- ba. Off-street parking, only within structures as part of the principal building.
  - be. Recreation facilities and areas, (indoor &/or outdoor) including pools, landscaped yards and decks, active recreation uses, gymnasiums, exercise rooms, etc.
  - cd. Community rooms.
  - de. Fences and walls.
  - ef. Home occupations.
  - fg. Signs.
  - gh. Public Utilities, except that natural gas transmission lines shall be prohibited.
3. Permitted Maximum Density – Maximum permitted density shall be sixty (60) dwelling units per acre. A particular development or project may exceed this maximum density pursuant to the requirements of the Bonus Provisions found in Section ~~IX~~ *XII* of this Redevelopment Plan. Ground floor commercial uses provided along street frontages where they are either permitted or required, shall not be counted against the permitted maximum density of residential dwelling units.
  4. Permitted Maximum Height - Maximum permitted height shall be four (4) stories and forty-five (45) feet. A particular building or development project may exceed this maximum height pursuant to the requirements of the Bonus Provisions found in Section ~~IX~~ *XII* of this Redevelopment Plan.
  5. Additional Height Regulations:
    - a. All residential floors above the first floor shall have a minimum floor to ceiling height of nine (9) feet. Residential units on the first floor shall have a minimum floor to ceiling height of ten (10) feet. Residential units on the first floor of any building shall be raised at least two (2) feet above the grade of the adjoining sidewalk.
    - b. Ground floor commercial areas shall have a minimum floor to ceiling height of Twelve (12) feet.
    - c. Ground floor commercial areas may be taller than twelve (12) feet and may contain mezzanine levels within the use area.
    - d. Parking structures may not exceed four (4) levels in height.
    - e. Parapets and other roof-top appurtenances may exceed the permitted height within the limitations imposed by the Jersey City Land Development Ordinance.
  6. Dwelling Unit Size (interior measurement) - ~~The average unit size of all dwelling units in any given building shall not be less than 1,000 square feet. In addition, no unit shall be smaller than 750 square feet. The required minimum dwelling unit size for each type of dwelling unit (by bedroom count) is indicated below;~~

<i>Unit Type by Bedroom Count</i>	<i>Min. Unit Size</i>
<i>Studio</i>	<i>550 square feet</i>
<i>One Bedroom</i>	<i>625 square feet</i>
<i>Two Bedroom</i>	<i>850 square feet</i>
<i>Three Bedroom and larger*</i>	<i>1000 square feet plus 150 sq. ft. for each additional bedroom</i>

*\* A minimum of 2% of all units provided must be Three Bedroom units or larger.*

7. Minimum Lot Size – 20,000 sq. ft. Additional lots and/or parcels may be added to development parcels or lots to create larger development lots. ~~The combined area of Blocks 404.5 and 2131~~ ***Block 13805*** must be developed as one development parcel since the total area of these two blocks combined ***this block*** is less than 31,000 sq. ft.

*Projects that do not meet the minimum lot size must utilize the Neighborhood Commercial district standards from the Jersey City Land Development Ordinance, however minimum sidewalk widths shall be required and ground floor retail shall be optional.*

8. Permitted Maximum Building Coverage -  
~~Including~~ Parking Structure – 95% *As determined by the setback requirements below.*  
 Above Parking Structure – 75%  
~~Total~~ 95%
9. Required Setbacks
- ~~Front: Minimum 5 feet. Maximum 10 feet. All buildings shall be setback the distance necessary to achieve the sidewalk widths required in Section XI. - Circulation Plan.~~  
*Except that facades containing ground floor commercial uses may be constructed up to the front property line / sidewalk edge, and residential lobbies / main entrances may be constructed up to the front property line / sidewalk edge, provided that they are no more than 25 feet in height.*
  - Side – None required.
  - Rear – Zero for the parking structure portion of the building.  
 Minimum of ~~30~~25 feet for residential uses above.
  - The minimum distance between the facades of any two buildings containing windows shall be fifty (50) feet.



10.	<b>Automobile Parking Requirements:</b>	Minimum	Maximum
	Multi-family Building	1.0 per unit	1.5 per unit
	Commercial Uses	Zero	2.0/1,000 sq. ft.

**11. Bicycle Parking Requirements: In conformance with the Jersey City Land Development Ordinance.**

Sections IX. and X. - NO CHANGE

Section XI. Circulation Plan

Sub-paragraphs 1. and 2. - NO CHANGE

3. Sidewalk areas must be provided on both sides of the street within the Redevelopment Area, and shall be properly sized for the safe and convenient movement of pedestrians through and around the Area, taking into consideration the character of the adjoining area. In general, sidewalks on busier streets such as Grand Street should be wider than sidewalks on side streets within the Redevelopment Area. *All sidewalks shall be 15 feet in width as measured from the face of the curb. This may require that proposed building be setback from the existing or proposed rights-of-way lines a distance necessary to achieve the 15 foot sidewalk width. See also paragraph 7 below related to recommended curb to curb widths for the streets within the Redevelopment Area.*
4. The right-of-way of Bates Street shall be modified and widened where necessary in order to have a uniform right-of-way width of sixty (60) feet. *The designated centerline of Bates Street is indicated on Map 4 of this Plan. The right-of-way line of Bates Street shall be measured 30 feet from either side of this centerline in order to achieve a 60 foot right-of-way along the entire length of Bates Street from Grand Street to Colgate Street. The right-of-way of Bates Street between Colden Street and Grand Street is already 60 feet in width as indicated on Tax Map 138 of the City of Jersey City. The alignment of the centerline of Bates Street in this location begins at the point N:686,718.62 / E:615,777.49 (a.k.a. the intersection of the centerline of Colden Street and the centerline of Bates Street) and follows along the course N7°37'23"E to the intersection of the centerline of Bates Street with the centerline of Grand Street.*

*The right-of-way of Bates Street between Colden Street and Colgate Street begins at a width of 60 feet in the vicinity of Colden Street, but narrows to a width of 20 feet by the time Bates Street crosses Brook Street as indicated on Tax Map 138 of the City of Jersey City. The alignment of the centerline of Bates Street between Colden Street and Colgate Street begins at the point N:686,718.62 / E:615,777.49 (a.k.a. the intersection of the centerline of Colden Street and the centerline of Bates Street) and follows along the course N7°37'23"E to point N:686,918.68 / E:615,804.26. From that point, the centerline of Bates Street proceeds along the course S17°05'17"E to and through the point N:686,980.12 / E:615,785.37 (a.k.a. the intersection of the centerline of Brook Street and the centerline of Bates Street) to the point N:686,980.12 / E:615,785.37.*

*From that point, the centerline of Bates Street proceeds along the course N22°45'39"W through its intersection with the centerline of Bright Street and continuing to its intersection with the centerline of Colgate Street. The curb-to-curb carriage-way within the Bates Street right-of-way shall be 36 feet wide and consist of two travel lanes, one in each direction, and two parking lanes. A twelve (12) foot sidewalk shall be provided on both sides of the street. Where it is necessary to widen the right-of-way, half of the width will be taken from the east side of the street and half shall be taken from the west side of the street. Any areas which are required to be dedicated for right-of-way expansion may continue to be utilized for the calculation of permitted density.*

Sub-paragraphs 5 and 6 – NO CHANGE

7. *Any street designated for one-way traffic shall have a curb to curb width of at least 30 feet, any street designated for two-way traffic shall have a curb to curb width of at least 36 feet. These dimensions may be modified by municipal ordinance and/or as recommended by the Jersey City Division of Traffic Engineering. Center Street, Grand Street and Pacific Avenue are considered major streets carrying larger volumes of traffic. The curb to curb widths of these streets should exceed the minimum requirements specified above, and/or as modified by municipal ordinance or as recommended by the Jersey City Division of Traffic Engineering. It is recommended that all streets within the Redevelopment Area be designated as two-way streets except Center Street which shall be a one-way street northbound, and York Street which shall be a one-way street east bound unless modified by municipal ordinance.*

## Section XII. Bonus Provisions

Sub-paragraph A. – NO CHANGE

### B. Height Bonus

Maximum permitted height, only when utilizing the Density Bonus provision described above, shall be as indicated on Map 3 – Height Bonus Map, and as further limited below.

1. Bonus Height Area "A" – Maximum of five (5) stories and fifty-five (55) feet. A sixth (6<sup>th</sup>) story shall be permitted within area "A"; provided that it is setback at least five (5) feet from all facades, and the additional floor does not add more than ten (10) feet to the total permitted height. Where a permitted or required ground floor commercial use is provided within the building, the total height may be increased up to an additional ten (10) feet to accommodate a mezzanine level within the commercial space.
2. Bonus Height Area "B" – Maximum of eight (8) stories and eighty-five (85) feet. Two (2) additional stories shall be permitted within area "B"; provided that they are setback at least five (5) feet from all facades, and the additional floors do not add more than twenty (20) feet to the total permitted height. Where a permitted or required ground floor commercial use is provided within the building, the total

height may be increased up to an additional ten (10) feet to accommodate a mezzanine level within the commercial space.

3. Bonus Height Area "C" – Maximum of Ten (10) stories and one hundred and five (105) feet. Two (2) additional stories shall be permitted within area "C"; provided that they are setback at least five (5) feet from all facades, and the additional floors do not add more than twenty (20) feet to the total permitted height. Where a permitted or required ground floor commercial use is provided within the building, the total height may be increased up to an additional ten (10) feet to accommodate a mezzanine level within the commercial space.
4. ~~Where property has been taken along Bates Street in order to accommodate a widening or realignment of this street, said property may continue to be used to calculate the permitted dwelling unit count on the affected development parcel. In such instances, additional height may be permitted, limited to not more than two (2) stories and twenty (20) feet, on any building fronting onto Bates Street.~~

Sections XIII. and XIV. - NO CHANGE

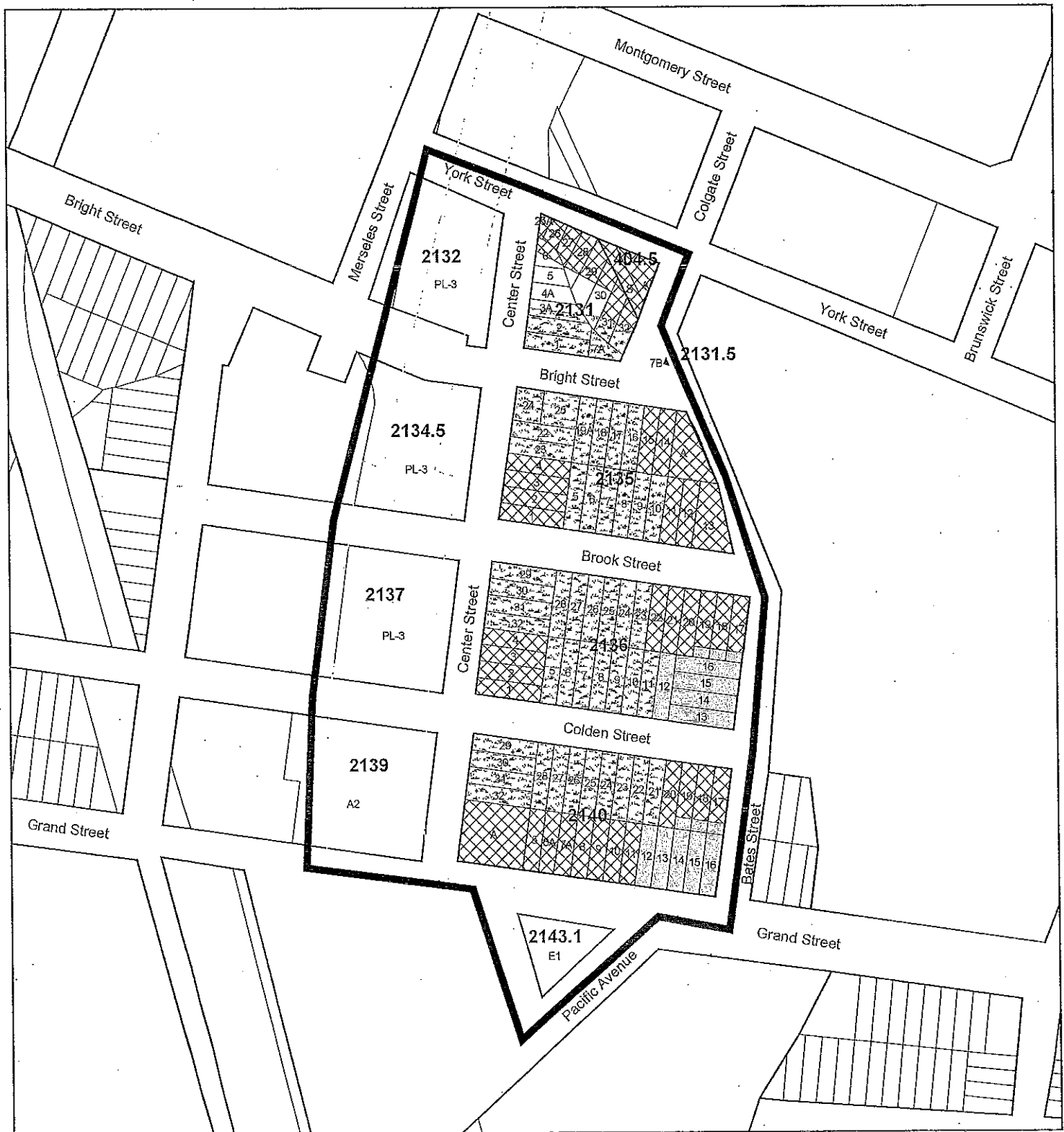
Section XV. – MAPS

Map 1: *Update all block and lot numbers.*

Map 2: *Update All Block and Lot Numbers. Remove optional street frontage requirement from Map 2 (note: the permitted commercial uses are allowed anywhere in the District); but maintain the commercial frontage requirement along Grand Street. Name of Residential District changed to Mixed Use District.*

Map 3: *Update all block and lot numbers. Add the location of the new 8-story Bonus "B" areas, and adjust the depth from Bates Street of the bonus height "C" areas on blocks 2135 and 2136 to accommodate the required widening of Bates Street.*

Map 4: *This is a new map which shall depict and describe the location of the center line of Bates Street.*






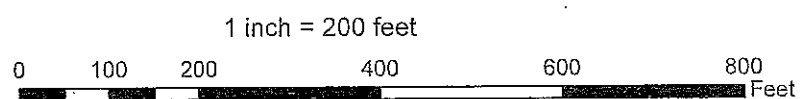
## Bates Street Redevelopment Plan Area Map 3: Bonus Height Map

November 11, 2015

  
Jersey City  
City Planning Division  
14 Montgomery Street, Suite 1400  
Jersey City, NJ 07302-2621  
Phone: 201.547.5900  
Fax: 201.547.4323

### DISTRICT

-  Bonus Height Area "A"
-  Bonus Height Area "B"
-  Bonus Height Area "C"



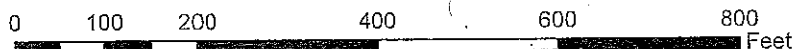


# Bates Street Redevelopment Plan Area Map 2: Land Use District Map




November 11, 2015



1 inch = 200 feet



## Legend

-  Commercial
-  Open Space
-  Mixed Use District

## Commercial Street Frontage Requirements

-  Required

  
Bates City  
City Planning Division  
30 Montgomery Street Suite 1100  
Jamez, CA 95128-5010  
Phone: 201 542 5010  
Fax: 201 547 4331

City Clerk File No. Ord. 16-126

Agenda No. 3.1 1st Reading

Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 16-126

**TITLE:**

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING THE JACKSON HILL REDEVELOPMENT PLAN**

WHEREAS, the Municipal Council of the City of Jersey City, originally adopted the Martin Luther King Drive Redevelopment Plan on June, 1995, the Monticello Avenue Redevelopment Plan in November 1987, and the Green Villa Redevelopment Plan in January, 1984; and

WHEREAS, the Municipal Council seeks to re-start the redevelopment of the area by updating the standards and regulations within these redevelopment plans; and

WHEREAS, the attached Jackson Hill Redevelopment Plan shall amend and replace the Martin Luther King Drive, Monticello Avenue, and portions of the Green Villa Redevelopment Plans to provide updated development regulations intended to spur the revitalization Jersey City's longest commercial corridor; and

WHEREAS, a copy of the amended text is attached hereto and made a part hereof, and is available for public inspection at the Offices of the City Clerk, City Hall, 280 Grove Street, Jersey City, NJ; and

WHEREAS, the Jackson Hill Redevelopment Plan has been reviewed by the Jersey City Planning Board at its meeting of July 19, 2016; and

WHEREAS, the Planning Board voted to recommend adoption of the Jackson Hill Redevelopment Plan by the Municipal Council; and

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that the Jackson Hill Redevelopment Plan be, and hereby is, adopted.

**BE IT FURTHER ORDAINED THAT:**

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be a part of the Jersey City Code as though codified and set forth fully herein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Council be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible repealers of existing provisions.
- E. The City Planning Division is hereby directed to give notice at least ten days prior to the hearing on the adoption of this Ordinance to the Hudson County Planning board and to all other persons entitled thereto pursuant to N.J.S. 40:55D-15 and N.J.S. 40:55D-63 (if required). Upon the adoption of this Ordinance after public hearing thereon, the City Clerk is hereby directed to publish notice of the passage thereof and to file a copy of the Ordinance as finally adopted with the Hudson County Planning Board as required by N.J.S. 40:55D-16. The clerk shall also forthwith transmit a copy of this Ordinance after final passage to the Municipal Tax Assessor as required by N.J.S. 40:49-2.1.

Maryann Bucci-Carter, PP, AICP, Director of Planning

APPROVED AS TO LEGAL FORM

APPROVED:

APPROVED: \_\_\_\_\_

Corporation Counsel

Business Administrator

Certification Required ☐

Not Required ☐

**ORDINANCE/RESOLUTION FACT SHEET – NON-CONTRACTUAL**

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ADOPTING THE JACKSON HILL REDEVELOPMENT PLAN****Initiator**

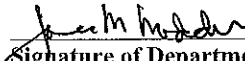
Department/Division	HEDC	City Planning
Name/Title	Maryann Bucci-Carter, PP, AICP	Director
	Jeff Wenger, PP, AICP	Principal Planner / jeff@jcnj.org
	Matt Ward, PP, AICP	Senior Planner / MWard@jcnj.org
Phone/email	201-547-5010	maryannb@jcnj.org /

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Purpose**

This ordinance will adopt the Jackson Hill Redevelopment Plan as an amendment to and replacement of the Martin Luther King Drive Redevelopment Plan, the Monticello Avenue Redevelopment Plan, and portions of the Green Villa Redevelopment Plan, which were originally adopted in 1995, 1987, and 1984 respectively. Since that time, insufficient development has taken place within these redevelopment areas. The Jackson Hill Redevelopment Plan shall revise the development regulations of these plans with the aim to better facilitate development and investment in Jersey City longest commercial corridor.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director  
achung

8/4/2016  
Date

## **SUMMARY STATEMENT**

### **ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING THE JACKSON HILL REDEVELOPMENT PLAN**

This ordinance will adopt the Jackson Hill Redevelopment Plan as an amendment to and replacement of the Martin Luther King Drive Redevelopment Plan, the Monticello Avenue Redevelopment Plan, and portions of the Green Villa Redevelopment Plan, which were originally adopted in 1995, 1987, and 1984 respectively. Since that time, insufficient development has taken place within these redevelopment areas. The Jackson Hill Redevelopment Plan shall revise the development regulations of these plans with the aim to better facilitate development and investment in Jersey City longest commercial corridor.



# JACKSON HILL

## Redevelopment Plan

(Formerly MLK Jr. Drive, Monticello Avenue and Green Villa Redevelopment Plans)

As recommended by the Jersey City Planning Board: 7-19-2016



30 Montgomery Street Suite 1400  
Jersey City, NJ 07302-3821  
Phone: 201.547.5010  
Fax: 201.547.4323

## INTRODUCTION

The Jackson Hill Redevelopment Plan Area covers a 2.3 mile long commercial corridor connecting McGinley Square to Greenville. The corridor is centered within the southern half of Jersey City, running along the Palisades' ridge line. It is therefore a strategic corridor for the provision of neighborhood services, amenities, and employment. Near the center point of the MLK-Monticello corridor is "The Hub," an area envisioned to be a mixed use center where the commercial main street intersects with the Hudson-Bergen Light Rail System at the MLK Drive Station. This center point at the light rail station has the potential to serve as a transit-oriented development center where the greatest housing, employment, and services opportunities can be located to benefit the surrounding neighborhoods and energize the nearby commercial streets.

The Jackson Hill Redevelopment Plan seeks to revitalize this commercial corridor by leveraging the light rail station and The Hub development parcels, as well as the corridor's central location in the southern half of the City. The plan preserves the many unique and historic structures along the corridor that establishes the mixed use character and pedestrian orientation of this community. Where opportunities for infill development exist, the plan allows for graduated building height controls that incentivize private consolidation of underutilized parcels and permit additional housing and employment opportunity to help support the primarily walk-in businesses along Jersey City's longest commercial corridor.

The Jackson Hill Redevelopment Plan (hereinafter referred to as the "Area") contains 83 acres, 609 individual parcels and roughly 35 blocks was developed to incorporate the Martin Luther King Drive, Monticello Avenue and parts of the Green Villa Redevelopment Plans into one, comprehensive yet succinct development guideline for the Area. The Area is centered on Martin Luther King Jr. Drive and Monticello Avenue from Fairmount Avenue at the north and McAdoo Avenue at the south incorporating parts of Communipaw Avenue and the area referred to as The Hub (hereinafter referred to as the "Corridor"). The land use of the corridor is mainly 3-story mixed use but also includes: one- and two-family residential, government uses, auto-oriented retail, grocery stores, auto repair, restaurant category 3, schools, houses of worship, and multi-family apartments at a variety of building heights.

Since the original adoption of the Martin Luther King Drive and Monticello Avenue Redevelopment Plans, a modest amount of redevelopment has occurred, yet the objectives of these plans have not been fully realized. Jersey City has experienced renewed population growth and a growing economy; however, the MLK-Monticello corridor has lagged behind in attracting economic development and new construction. Since the original adoption of these redevelopment plans, there have been several key developments. In 2001, New Jersey Transit began light rail service to the Martin Luther King Jr. Drive Station at The Hub. In 2012, the Jackson Hill Main Street Special Improvement District (JHMSSID) was created that encompasses the entire corridor. In 2015, the West Bergen-East Lincoln Park Historic District was adopted adjacent to the Area near Monticello Avenue. The light rail station supports introduction of increased housing opportunity with reduced parking ratios to support retail growth along the corridor. The SID was founded to revitalize the district through implementation of safety improvements, sidewalk cleaning, shopkeeper education, business recruitment and other efforts. Lastly, the newly adopted Historic District adjacent to the Area is a reminder that the Martin Luther King Jr.

Drive and Monticello Avenue corridor was the main commercial street for the surrounding neighborhoods and still has many historically significant buildings and storefronts.

The Jackson Hill Redevelopment Plan incorporates specific objectives and recommended actions in The Jersey City Master Plan, which guide the standards and requirements for this plan. More specifically, the award winning Jersey City Master Plan Circulation Element, *Jersey City Mobility 2050*, recommends that the City:

*Develop and implement smart growth strategies that locate new residential development within walking distance of bus stops and passenger rail stations, with the highest density zones located within walking distance of passenger rail stations; that mixes residential land use with commercial land use; Create meaningful public spaces that facilitate integration of the built environment with arterials and major transit routes; Parking space requirement maximums that reduce the number of permitted parking spaces in development near fixed rail transit stations in proportion to distance and inversely proportional to the intensity of development.*

## I) BOUNDARIES

The Jackson Hill Redevelopment Plan contains 83 acres and 609 individual parcels stretching from Fairmount Avenue to McAdoo Avenue along Martin Luther King Jr. Drive ("the Drive") and Monticello Avenue. The northern end of the corridor is bound by McGinley Square. At the southern end, Martin Luther King Jr. Drive terminates into Long Street which is residential in character. Specifically, the Plan includes all parcels formerly part of the MLK Drive Redevelopment Plan, the Monticello Avenue Redevelopment Plan, and Block 21102 from the Green Villa Redevelopment Plan. The plan boundaries are formally set by Map 1: Boundary Map.

## II) TRANSPORTATION ACCESS

In 2001, New Jersey Transit began Hudson Bergen Light Rail service to the Martin Luther King Jr. Drive Station at the center of the plan area. In close proximity to the plan area are three additional light rail stations including: Garfield Avenue Station, Richard Street Station, and West Side Avenue Station. There are also numerous NJ Transit bus lines providing bus service to and from the area. East of the redevelopment area, the Turnpike Extension/ I-78 is accessible via the entrance/exit 14B.

## III) REDEVELOPMENT PLAN OBJECTIVES

The Jackson Hill Redevelopment Plan is designed to achieve the following objectives:

1. Re-establish the Jackson Hill corridor as a vibrant neighborhood commercial district providing a wide variety of retail amenities to the surrounding area.
2. Creation of additional employment, housing, educational, recreational, commercial and retail opportunities for the residents of Jersey City, which are best placed along this corridor due to its central location within the City.
3. Provide for increased variety and opportunity of housing types, sizes, and price points that meet the needs of Jersey City's diverse population.

4. Reduce automobile dependency by encouraging high density development in close proximity to mass transit and neighborhood services with low automobile parking ratios and with bicycle parking requirements.
5. Encourage unique local quality retail sales and services that promote community character and distinctiveness.
6. Encourage the adaptive reuse of existing structures.
7. The removal or rehabilitation of vacated, deteriorated and obsolete structures.
8. The construction of new buildings on vacant lots.
9. Make sustainability and smart growth a theme of future development and redevelopment that guides land use and transportation decisions.
10. Make walking and biking an easy, safe, desirable, and convenient mode of transport.
11. Provide for urban amenities such as transit, open space, and entertainment that will attract new employers and a range of new residents to the area while sustaining existing neighborhoods.
12. Encourage buildings to meet or exceed the US Green Building Council's LEED (Leadership in Energy and Environmental Design) Certification or equivalent.
13. The overall improvement of traffic circulation through the development of new and improved vehicular and pedestrian circulation systems which provide for separation of vehicular and pedestrian traffic and the maximum use of public transportation.
14. To promote balanced development in accordance with applicable State laws and City requirements regarding affordable housing.
15. Coordinate redevelopment activities to provide a uniform and consistent attack on blighted, dilapidated, and obsolete structures within the Area.
16. Leverage new transit facilities such as light rail to accommodate housing and employment needs.

#### IV) GENERAL ADMINISTRATIVE PROVISIONS

- A) No building shall be constructed over public rights-of-way in the project area with the exception of freestanding structures ancillary to public plazas and/or pedestrian walkways, which shall be subject to review by the Planning Board.
- B) Prior to commencement of construction, site plans for the construction and/or rehabilitation of improvements to the Area shall be submitted by the developer to the Planning Board of the City of Jersey City for review and approval so that compliance of such plans with the redevelopment objectives can be determined. Site plan review shall be conducted by the Planning Board pursuant to NJSA 40:55D-1 et. seq. Applications may be submitted for the entire project or in any number of phases.
- C) As part of any site plan approval, the Planning Board may require a developer to furnish performance guarantees pursuant to NJSA 40:55D-53 et seq. Such performance guarantees shall be in favor of the City in a form approved by the Jersey City Corporation Counsel. The amount of any such performance guarantees shall be determined by the City Engineer and shall be sufficient to assure completion of on and off site improvements within one (1) year of final site plan approval.

- D) No use or reuse shall be permitted, which, when conducted under proper safeguards, will produce corrosive, toxic or noxious fume, glare, electromagnetic disturbances, radiation, smoke, cinders, odors, dust or waste, undue noise or vibration (60 decibels), or other objectionable features so as to be detrimental to the public health, safety or general welfare.
- E) All residential redevelopment proposals and construction plans shall meet or exceed applicable FHA and building code minimum room size requirements prior to approval by the Planning Board.
- F) Any subdivision of lots and parcels of land within the Redevelopment Area shall be in accordance with the requirements of this plan and the Land Development Ordinance (LDO) of Jersey City. A maximum shape factor may be listed to regulate minimum lot size. Shape factor is defined as the perimeter of the lot squared, divided by the lot area.

$$\frac{\text{Perimeter}^2}{\text{Lot area}} = \text{Shape Factor}$$

- 1) Example of how to calculate a shape factor for a standard 25' by 100' rectangular lot:

$$\frac{(25+25+100+100)^2}{2,500} = 25$$

- 2) Shape factor calculations may not be rounded.
- G) Upon demolition of existing structures, the site shall be graded and planted or sodded, with a durable dust free surface in the interim period prior to construction of new buildings.

#### H) DEVIATION REQUESTS

The Planning Board may grant deviations from the regulations contained within this Redevelopment Plan, where, by reason of exceptional narrowness, shallowness or shape of a specific piece of property, or by reason of exceptional topographic conditions, pre-existing structures or physical features uniquely affecting a specific piece of property, the strict application of any area, yard, bulk or design objective or regulation adopted pursuant to this Redevelopment Plan, would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardship upon, the developer of such property. The Planning Board may also grant such relief in an application relating to a specific piece of property where the purposes of this Redevelopment Plan would be advanced by a deviation from the strict requirements of this Plan and the benefits of the deviation would outweigh any detriments. Deviations from the required retail use as per Section VIII shall be considered a design waiver, cognizable by the Planning Board. No relief may be granted under the terms of this section unless such deviation or relief can be granted without substantial detriment to the public good and will not substantially impair the intent and purpose of the Redevelopment Plan.

No deviations may be granted which will result in permitting:

- 1) A use or principal structure in a district which does not permit such use or principal structure;
- 2) An expansion of a non-conforming use;
- 3) An increase in height of more than ten feet or 10% of the height in feet, whichever is less;
- 4) An increase in the permitted floor area ratio;

- 5) An increase in the parking ratio of more than 20% above the maximum permitted;
- 6) Non-completion of minimum open space, parks, or other type of phased improvements required to be implemented;
- 7) Deviation from the Impact Fees provisions set forth in this Plan.
- 8) Only shape factor calculations of 0.01 or less may be considered *de minimis* for variance applications.

The Planning Board may grant deviations from the required land use regulations in section VIII to further the goals and objectives of this plan.

Any deviation in the above categories or any other deviation that would otherwise constitute a "d" type variance or deviation constitutes a request for a legislative plan amendment cognizable only by the Governing Body. The Jersey City Zoning Board of Adjustment's powers are strictly limited to "a" and "b" appeals (N.J.S.A. 40:53D-70A&B).

- I) Redevelopment shall provide adequate water, sewer and other necessary utilities to the site, to the satisfaction of the Municipal Engineer and the Municipal Utility Authority. All costs necessary for infrastructure improvements associated with a development project, off-site as well as on-site, are the responsibility of the developer or redeveloper.
  - J) This Redevelopment Plan may be amended from time to time upon compliance with the requirements of law. A fee of \$1,000.00 shall be payable to the City of Jersey City for any request by a private entity to amend this plan. The City of Jersey City reserves the right to amend this plan.
  - K) Interim uses may be established, subject to agreements between the developers and the Planning Board, that such use will not have an adverse effect upon existing or contemplated development during the interim use period. Interim uses must be approved by the Planning Board, which may establish an interim use period of between one (1) year and three (3) years in duration, subject to the Planning Board's discretion. Additional renewals of an interim use may be granted by the Planning Board, subject to the same interim period limitations specified above.
  - L) The phrase "time of adoption" shall refer to the adoption of the Jackson Hill Redevelopment Plan and not the predecessors to this plan including: MLK Redevelopment Plan, Monticello Avenue Redevelopment Plan and portions of Green Villa Redevelopment Plan.
- V) COMMUNITY NOTICE REQUIREMENTS:
- A) The Jackson Hill Main Street Special Improvement District (JHMSSID) shall serve as a community notification venue for all development applications within the redevelopment plan area. JHMSSID shall receive a copy of all development applications with associated plans and reports upon filing with the Division of City Planning. JHMSSID shall maintain open office hours during which local area residents may review development applications. A computer shall be made available to the public for viewing any application materials digitally submitted via email.
  - B) Within five (5) business days of filing an application for development with the Division of City Planning, all applicants must provide (via hand delivery, US Mail, Email, or commercial delivery service) a copy of the application, along with all associated

documents including architectural drawings, to the Jackson Hill Main Street Special Improvement District. The applicant must submit an affidavit certifying notice to the JHMSSID to the Division of City Planning.

- C) Failure to complete the required notice pursuant to this section shall deem an application incomplete.
  - D) Upon receipt of notice of an application submittal, JHMSSID shall have 30 calendar days to review plans and submit any comments to the Planning Board.
  - E) JHMSSID shall receive a copy of Planning Board agendas from the Division of City Planning.
  - F) These requirements may be waived by the Planning Board for a specific redevelopment project if JHMSSID has submitted to the Planning Board, in writing, its approval of that project.
  - G) JHMSSID may hold a public meeting to review development applications, however notice of such meetings must be made to the applicant at least 5 business days in advance so they may have the opportunity to answer questions about the project and provide a presentation to the community or review committee.
  - H) JHMSSID shall update the following contact information through the Division of City Planning. The Division of City Planning is directed to update the contact information of the Jackson Hill Review Committee listed below without amendment by the Municipal Council. JHMSSID can be currently contacted at:
    - Jackson Hill Main Street Special Improvement District
    - 99 Monticello Avenue
    - Jersey City, NJ 07304
    - Email: [info@jacksonhillms.com](mailto:info@jacksonhillms.com)
    - Phone: (201) 984-0560
    - Fax: (201) 356-9938
    - Web: [www.jacksonhillms.com](http://www.jacksonhillms.com)
    - Hours: Monday thru Friday 10am to 6pm
  - I) JHMSSID shall adopt bylaws creating a Jackson Hill Review Committee. Policy and procedures for the committee, its members and structure shall be incorporated into JHMSSID's bylaws. A updated copy of the bylaws creating the review committee shall be submitted to the Division of City Planning as necessary, with a copy appearing in the plan below:
  - J) Contact information and instructions for carrying out the community notice requirements of this plan shall be updated as necessary in the Jersey City General Development Application without amendment by the Municipal Council.
- VI) COMMUNITY EMPLOYMENT COMPONENT:
- A) To help insure that residents of the Jackson Hill neighborhood have the best opportunity to benefit from the economic development and new jobs this redevelopment plan is designed to foster, it is necessary to provide targeted skill development and industry training for the new career opportunities that will come to this commercial corridor.
  - B) To facilitate the matching of local talent with employment opportunities in the Jackson Hill corridor, the Jackson Hill Main Street Special Improvement District shall maintain a register of all employment positions within the redevelopment plan area, along with the skill sets and credentials necessary for each position.

- C) New Jersey City University shall partner with the Jackson Hill Main Street Special Improvement District to create a career training and job placement program to further the goals and objectives of this redevelopment plan. The program shall utilize the JHMSSID job register to ensure the skill sets and training provided are accurately matched to the employment opportunities fostered by this plan within the Jackson Hill commercial corridor.

## VII) OTHER PROVISIONS NECESSARY TO MEET REQUIREMENTS OF STATE AND LOCAL LAWS

- A) The Local Redevelopment and Housing Law, N.J.S.A 40A:12A-1 et seq. requires that a Redevelopment Plan include an outline for the planning, development, redevelopment, or rehabilitation of the project area sufficient to indicate:
- 1) This Redevelopment Plan achieves the stated objectives of the Jersey City Master Plan by locating high density development in close proximity to mass transit facilities with low parking ratios to reduce the traffic impact of future high density development. Other uses such as retail and office uses compatible with a mixed use development pattern are permitted. The plan acknowledges the City's historic resources and seeks to preserve the historic character of significant structures and promote adaptive reuse.
  - 2) This Redevelopment Plan provides for a list of permitted principal uses, as well as accessory uses and prohibited uses in the redevelopment area. The plan also provides for density restriction through the use of lots sizes, maximum height limits, as well as setback and stepback requirements and various design controls.
  - 3) The Plan is designed to encourage private property owners to develop and consolidate lots through private purchase agreements. Where development fails to occur or where deleterious conditions persist, condemnation may be utilized. If displacement occurs through condemnation, the City of Jersey City will provide relocation assistance to all displaced residents, and businesses, displaced by the redevelopment activity generated by this Plan, in accordance with all applicable state and federal regulations. Federal and State laws require that adequate measures be taken to assist homeowners and residential tenants in the process of relocation.
  - 4) The Acquisition Map which is a part of this Plan depicts all property proposed to be acquired in accordance with the redevelopment plan as pursuant to N.J.S.A. 40A:12A-7(a)(4).
  - 5) Jersey City is designated as a "Planning Area 1" in the State Plan and is at the center of the Hudson County "urban complex." The development envisioned by this plan is in conformity with the "State Planning Act" P.L. 1985, c. 398 (C.52:18A-196 et al) as well as the master plan of Hudson County and all contiguous municipalities.
  - 6) No affordable units are identified to be removed as part of the implementation of this redevelopment plan.
  - 7) No affordable units are identified to be removed as part of the implementation of this redevelopment plan.

## VIII) GENERAL LAND USE REGULATIONS FOR ALL ZONES

- A) In order to maximize foot traffic and activate commercial areas, within Zones 1, 2, and 3, residential living space and automobile parking uses are prohibited on any ground floor area within 20 feet of the following street right-of-ways:



- a) Monticello Avenue
  - b) MLK Drive
  - c) Communipaw Avenue
  - d) Ocean Avenue
- B) Ground floor residential is permitted if necessary to meet the requirements of the Americans with Disabilities Act, there is no elevator access, and provided the following conditions are met:
- 1) Must be situated behind the storefront use.
  - 2) The building must maintain a minimum of 25% of ground floor area for retail space at the front of the building.
  - 3) The building must incorporate a cellar not less than 600 square feet or 50 percent of the building's footprint, whichever is greater, to provide storage space for the retail use and for the location of trash rooms, mechanical rooms, meters or other infrastructure needs of the building so as to maximize available retail space at the ground floor level. Additional space may be allocated to residential tenants. Renovation of existing structures at the time of adoption of this redevelopment plan shall be exempt from this cellar requirement.
- C) Affordable Housing Requirements: Developers will be required to fulfill certain performance standards, including but not limited to the obligation to provide the community benefits of on-site affordable housing as described herein, for the successful implementation of the goals of the redevelopment plan.
- 1) Subject to the terms and conditions of a redevelopment agreement with the Jersey City Redevelopment Agency (JCRA), developers of new construction with more than 5 stories in Zone 1 and Zone 3 shall dedicate 5% of all residential units constructed above the 5th floor, as affordable housing for a period of a minimum of 30 years from the issuance of the certificate of occupancy, in accordance with the Fair Housing Act, N.J.S.A. 52:27D-301, et seq., and pursuant to the terms of the redevelopment agreement which shall set forth the controls on affordable housing to be constructed as part of a redevelopment project.
  - 2) Zone 2 is exempt from the affordable housing requirements of Section VIII.C.
- D) Office Space Bonus:
- 1) In order to encourage the development of office space and long-term job creation along the corridor and provide space for neighborhood amenities, the following office space bonus may be applied to development projects within Zones 1 and 3.
  - 2) On sites 9,000 square feet or greater, up to two additional stories and 28 additional feet of building height may be added to the maximum permitted height and/or base height of the zone district for each lot size category and/or provided pedestrian access width.
  - 3) The bonus floor(s) must be entirely non-residential and utilized for office use, excepting areas for building services such as stair wells, elevators, egress, corridors, etc., but not including structured parking areas. Amenity areas for residential occupants of the building are prohibited. Permitted uses within the office space bonus areas are:
    - a) Offices.
    - b) Medical offices.
    - c) Professional offices.

- d) Retail services.
  - e) Education uses.
  - f) Art galleries.
  - g) Artist studio workspaces.
  - h) Government uses.
  - i) Child and adult day care centers.
  - j) Theaters.
- 4) The structure must include a separate dedicated lobby, stair, and ADA elevator access from the ground level to the bonus floors(s).
  - 5) Office space bonus floors shall be directly above the ground floor or structured parking levels. Yard and building stepback requirements shall be applied to the next floor above the office space bonus floor(s).
  - 6) The Planning Board may require bonus floors to setback from a side or rear property lines any distance necessary to provide light and air to adjacent properties or require windows along a facade.

## IX) SPECIFIC LAND USE REGULATIONS

### A) ZONE 1: Neighborhood Mixed Use

- 1) The purpose of this zone is to continue the existing pattern of main street type commercial buildings and ground floor retail uses throughout the corridor, while providing for new construction and increased housing and employment opportunity on larger lot sizes.
- 2) Principal Permitted Uses, subject to the requirements of section VIII:
  - a) Residential above the ground floor (see VIII.B for exception)
  - b) Residential within ground floor areas greater than 35 feet from the following rights-of-way:
    - i) Monticello Avenue
    - ii) MLK Drive
    - iii) Communipaw Avenue
    - iv) Ocean Avenue
  - c) Retail Sales of Goods and Services
  - d) Financial Services.
  - e) Offices.
  - f) Professional Offices.
  - g) Restaurants: category one and two.
  - h) Cafes.
  - i) Medical Offices above the ground floor level, except for Block 22601 where ground floor medical office uses shall be permitted.
  - j) Child and Adult Day Care Centers above the ground floor level.
  - k) Art galleries.
  - l) Theaters.
  - m) Artist studio workspaces.
  - n) Community facilities/centers.
  - o) Business incubators.
  - p) Health clubs/gyms.

- q) Any combination of the above.
- 3) Accessory Uses:
    - a) Enclosed parking and loading.
    - b) Surface parking.
    - c) Landscape features.
    - d) Improved Open Space.
    - e) Signs.
    - f) Sidewalk Cafe: where sidewalk width permits.
  - 4) Prohibited Uses:
    - a) Drive-throughs pertaining to restaurants, banks, pharmacies, and other drive-through uses.
    - b) Gas stations, service stations, auto repair, auto body shops, and other automobile related uses (not including car share programs).
    - c) Billboards.
    - d) Funeral homes and Mortuary Services
  - 5) Prohibited Uses on the ground floor along MLK Drive, Monticello Avenue, Ocean Avenue, Kearney Avenue, and Communipaw Avenue:
    - a) Social welfare facilities or offices, such as clinics for drug addition, soup kitchens, temporary, transitional, or indigent housing, prisoner re-entry programs.
    - b) Day care facilities.
  - 6) Conditional Principal Uses:
    - a) Surface parking lots, provided the following conditions are met:
      - i) Provides parking for 10 or more automobiles.
      - ii) All parking must be metered by the hour or minute only. Monthly parking is prohibited. The maximum time permitted shall be set by the Jackson Hill Special Improvement District.
      - iii) Provides bicycle racks.
      - iv) Is located at least 250 feet from an existing principal surface parking area.
      - v) Provides landscaping and perimeter wall as determined by the Planning Board.
      - vi) To keep commercial streets activated and avoid large gaps between retail services, parking lot frontage along Monticello Avenue, MLK Drive, Ocean Ave, Kearney Ave, and Communipaw Ave shall reserve a minimum of 1 parking space adjacent to the public sidewalk for a commercial business in a vehicle, semi or permanent structure, news stand, tent, or open air (such as food trucks, bookmobile, pop up retail) during daylight hours. Additional spaces shall be reserved for every 60 linear feet of commercial street frontage. The reserved space shall be the one nearest a street corner.
      - vii) Maximum frontage along Martin Luther King Jr. Drive, Monticello Avenue, Ocean Avenue and Communipaw Avenue is 64 feet.
      - viii) All parking lots shall be a head-in and head-out design.
      - ix) Curb cuts are prohibited along MLK Drive, Monticello Avenue, and Communipaw Avenue.
  - 7) Lot Size and Dimension Requirements
    - a) All existing lots are conforming lots but may not be reduced in size.
    - b) Subdivisions or lot consolidations must conform to the following minimum standards:

- i) Minimum lot area: 2,500 square feet.
  - ii) Minimum lot width: 25 feet.
  - iii) Minimum lot depth: 100 feet.
  - iv) Shape Factor Maximum: 28.
- 8) Density and Height Requirements:
- a) Density is not regulated by floor area ratio or units per acre in this zone. Instead, a "building envelope" is defined, depending on the size and shape of the site. Minimum room and unit sizes are regulated by building code.
  - b) Minimum floor-to-ceiling height on the ground floor shall be at least ten (10) feet, but no more than fourteen (14) feet, exempting drop ceilings in kitchens, bathrooms, corridors, and other similar spaces. Alternately, the ground floor floor-to-ceiling height may match adjacent historic structures.
  - c) Minimum floor-to-ceiling height for stories above the ground floor shall be at least nine (9) feet, exempting drop ceilings in kitchens, bathrooms, corridors, and other similar spaces and interstitial parking levels.
  - d) Maximum and minimum building height shall be calculated based on the lot size according to the following table:

Lot Area up to (square feet):	Minimum Building Height (stories)/(feet)	Maximum Building Height (stories)/(feet)
0 to 3,999	3 / 35'	4 / 45'
4,000 to 8,999	3 / 35'	5 / 55'
9,000 to 19,999	4 / 45'	6 / 65'
20,000 and up	4 / 45'	8 / 85'

Table 1.1: Graduated Density Table for Zone 1

- e) Transit proximity bonus: maximum and minimum building height shall be calculated based on the lot size according to the following table, provided lots are partly or wholly within 1,000 feet of a Hudson Bergen Light Rail Station:

Lot Area up to (square feet):	Minimum Building Height (stories)/(feet)	Maximum Building Height (stories)/(feet)
0 to 8,999	2 / 25'	6 / 65'
9,000 and up	4 / 45'	8 / 85'

Table 1.2: Transit Proximity Bonus Table for Zone 1

- f) To assist preservation of historic structures in Zone 2, more than one principal structure may be onsite if land assembly includes buildings and/or lots in both Zone 1 and Zone 2. The area of the lot in Zone 2 may be counted toward the total lot area to determine the graduated density per table 1.1 of this Zone. The zone boundaries remain in effect, as depicted in Map 2 of this plan, and any site plan application must apply the development standards of each zone respectively to the portions of the site within each zone.

9) Yard and Coverage Requirements:

- a) Required front yard setback along the following streets shall be sufficient to provide a minimum sidewalk width as measured from the ground floor building facade to the existing curb-line for each building height category according to the following table:

Building Height	Minimum Sidewalk Width
5 Stories or less	Prevailing or minimum of 8 feet
6 Stories or more	10 feet
6 Stories or more along: i) Monticello Ave. ii) MLK Drive iii) Communipaw Ave. iv) Ocean Ave. v) Kearney Ave.	15 feet

Table 1.3: Required Front Yard Setback Table for Zone 1

- b) Minimum side yard setback: no requirement.
- c) Rear yard and building setbacks:
- Ground floor level shall not extend greater than 95 feet from any right-of-way fronting the subject property.
  - All floor levels above the ground floor shall not extend greater than 85 feet from any right-of-way fronting the subject property.
  - All floor levels above the ground floor where parking is provided shall not extend greater than 95 feet from any right-of-way fronting the subject property.
  - For through lots, the ground floor level may cover 100% of the lot with no yards provided.
  - For oversized lots with greater than 100 feet in depth, no floor area shall be required to be more than 15 feet from a property line.
  - Buildings occupying an entire block shall have no rear yard or rear building setback requirements.

10) Automobile Parking Requirements:

- Curb cuts are prohibited on Martin Luther King Jr. Drive, Monticello Avenue, Ocean Avenue and Communipaw Avenue. This shall result in zero parking permitted on lots with no other access to alternative right-of-ways.
- Curb cuts are only permitted to gain access to off-street parking facilities with a minimum of 6 parking spaces. This shall result in zero parking required where the minimum required is less than 6 spaces as per the parking requirements below.
- Minimum Parking for lots greater than 8,999 square feet:
  - Residential uses shall provide a minimum of 0.5 off-street parking spaces per dwelling unit, exempting studio and one bedroom residential units in structures greater than 4 stories.
  - For non-residential uses greater than 8000 square feet: 1 space per 1000 square feet.

- d) Maximum Parking for all lot sizes:
  - i) Residential uses: maximum of 1.5 off-street parking spaces per dwelling unit.
  - ii) Retail and all other uses: maximum of 1.5 off-street parking spaces per 1,000 square feet of commercial gross floor area.
  - iii) Any parking located below grade may be provided in excess of the parking maximums above.
- 11) General Requirements for specified development sites:
  - a) On Block 18601 Lot 19 where a public access easement of at least 15 feet is provided to reestablish pedestrian movement from MLK Drive to Clinton Avenue, the maximum building height may increase by 1 story and 11 feet above the maximum building height as regulated by the graduated density table for this Zone.
  - b) On Block 15002, the maximum building height for any portion of a lot fronting Bergen Avenue shall be 4 stories to match the building on Block 15002 Lot 1. Beyond 50 feet from the Bergen Avenue right of way, the maximum height shall be regulated by Table 1.1 of this zone.
  - c) On Block 15002, Lots 2 and 19 are permitted to exceed the parking maximums of this zone by the amount necessary to fulfill deed restrictions requiring any future development to include public parking on-site. Development on this block must also provide retail along Bergen Avenue, Monticello Avenue and at least 15 feet along Fairmount Avenue from the intersection or as determined by the Planning Board.
  - d) Plaza bonus applicable to Block 15005: for a single development project consolidating all of block 15005, a plaza bonus shall be applicable to add a maximum of two additional stories and 17.5 feet of building height per story. Each bonus floor shall be permitted by the creation of a plaza area on the acute angled corners on this block at Monticello and Fairmount and at Fairmount and Fairview. Each plaza must have a minimum of 1200 square feet exclusive of the public sidewalk. Plaza areas shall be designed with decorative materials and landscaped planters surrounded by seating walls and appropriate plaza fixture and lighting. This plaza bonus may not be combined or utilized in addition to other building height bonuses in this plan.

## **B) ZONE 2: Historic Neighborhood Mixed Use**

- 1) Although many early buildings have been razed along the corridor, much remains to exemplify the area's development. These buildings and streetscapes provide valuable character to the neighborhood.

Development, especially in the first half of the twentieth century, was sometimes undertaken without examination and appreciation of past cultural and architectural development. This plan seeks to preserve important resources which help to define the character of the Redevelopment Area. This Zone shall preserve a wide variety of buildings characteristic of the area's varied development.

The properties that have been selected for the Historic Neighborhood Mixed Use Zone have, paraphrasing the National Register Criteria for Evaluation:

A. Been associated with events that have made significant contribution to the broad patterns of our history; or

- B. Are associated with the lives of persons significant in our past; or
- C. Embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; or
- D. Have yielded, or may be likely to yield, information important in prehistory or history.

To respect the special character that the Jackson Hill plan area has acquired and retained since its founding, the buildings included in this Historic Neighborhood Mixed Use Zone shall be rehabilitated so that future generations can be delighted by the history and architecture of the Jackson Hill neighborhood.

- 2) Principal Permitted Uses subject to the requirements of section VIII:
  - a) Residential above the ground floor (see VIII.B for exception), or where historic evidence of ground floor residential use is provided.
  - b) Retail Sales of Goods and Services.
  - c) Financial Services.
  - d) Offices.
  - e) Restaurants: category one and two.
  - f) Cafes.
  - g) Medical Offices above the ground floor level.
  - h) Child and Adult Day Care Centers above the ground floor level.
  - i) Art galleries.
  - j) Community and black box theaters.
  - k) Artist studio workspaces.
  - l) Community centers.
  - m) Business incubators.
  - n) Health clubs.
  - o) Any combination of the above.
  - p) Houses of Worship and associated uses only on Block 24001
- 3) Accessory Uses:
  - a) Structured parking and loading uses only on Block 17905 and Block 18602.
  - b) Fences and seating walls.
  - c) Landscape features.
  - d) Improved Open Space.
  - e) Signs.
  - f) Sidewalk Cafe: where sidewalk width permits.
- 4) Prohibited Uses:
  - a) Surface parking as a principal use.
  - b) Drive-throughs pertaining to restaurants, banks, pharmacies, and other drive-through uses.
  - c) Gas stations, service stations, auto repair, auto body shops, and other automobile related uses (not including car share programs).
  - d) Night Clubs.
  - e) Billboards.
  - f) Funeral homes and Mortuary Services

- 5) Prohibited Uses on the ground floor along MLK Drive, Monticello Avenue, Ocean Avenue, Kearney Avenue, and Communipaw Avenue:
  - a) Social welfare facilities or offices, such as clinics for drug addiction, soup kitchens, temporary, transitional, or indigent housing, prisoner re-entry programs.
  - b) Daycare facilities.
- 6) Demolition of structures is only permitted when necessary to protect public safety, as certified by the construction code official. As of the time of adoption of this plan, all tax lots within this zone are improved with structures of historic significance.
- 7) Lot Size and Dimension Requirements:
  - a) All existing lots at the time of adoption of this plan are conforming lots but may not be reduced in size.
  - b) All development sites that are split zoned may be reduced in size according to minimum lot sizes outlined in the respective zone.
  - c) Shape Factor Maximum: 28.
- 8) Height and Bulk Requirements:
  - a) The existing building height, floor area, established setbacks and the exterior building envelope at the time of adoption of this Plan shall constitute the development standards of each building. Any change to the above standards shall constitute a deviation from this plan excepting work as permitted in Sections IX:B:8 b) and c) below.
  - b) Vertical Additions are permitted with the following bulk standards:
    - (i) The maximum permitted building height shall be the greater of the adjacent buildings at the time of original adoption, in both number of stories and height in feet.
    - (ii) Vertical additions shall be setback from any facade fronting on Monticello Avenue or MLK Drive by a minimum of 10 feet.
    - (iii) Vertical Additions shall be 70% glazed along any facade fronting a public right-of-way.
  - c) Rear additions are permitted with the following bulk standards:
    - (i) Maximum/Minimum side yard: existing, except where required by fire or building code to accommodate adjacent windows.
    - (ii) Rear yard and building setbacks:
      - a. Ground floor level shall not extend greater than 95 feet from any right-of-way fronting the subject property.
      - b. All floor levels above the ground floor shall not extend greater than 85 feet from any right-of-way fronting the subject property.
      - c. For through lots, the ground floor level may cover 100% of the lot with no yards provided.
      - d. For oversized lots with greater than 100 feet in depth, no floor area shall be required to be more than 15 feet from a property line.
- 9) Building Requirements:
  - a) Existing buildings shall implement rehabilitation that restores the building's exterior façade to its original profile to the extent possible within reasonable engineering methods and cost. Restoration of original window and door openings is encouraged to the extent feasible.



- b) The distinguishing original qualities or character of a building, structure or site and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features should be avoided when possible.
  - c) All buildings, structures and sites shall be recognized as products of their own time. Alterations which have no historical basis and which seek to create an earlier appearance shall be discouraged.
  - d) Deteriorated architectural features shall be repaired rather than replaced wherever possible. In the event that replacement is necessary, the new material should match the material being replaced in composition, design, color, texture and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplications of features, substantiated by historical, physical or pictorial evidence rather than on conjectural design or the availability of different architectural elements from other buildings or structures.
  - e) The surface cleaning shall be undertaken with the gentlest means possible. Sandblasting and other cleaning methods that will damage the historic building materials are strictly forbidden as they destroy the essential water resistant glazing on the exterior of brick and masonry, and scour, scar and obliterate the surface.
  - f) For additions to existing buildings, the following shall apply:
    - i) Constructing a new addition so that there is the least possible loss of historic materials and so that character-defining features are not obscured, damaged, or destroyed.
    - ii) Locating the attached exterior addition at the rear or on an inconspicuous side of a historic building and limiting its size and scale in relationship to the historic building.
    - iii) Designing new additions in a manner that makes clear what is historic and what is new.
- 10) Automobile Parking Requirements:
- a) Off-street parking is prohibited in this zone excepting Block 17905 and Block 18602 provided that access is accommodated from Harrison Avenue.

### C) ZONE 3: The Hub

- 1) The Hub Zone is envisioned to become a high density, mixed-use commercial and cultural center for the surrounding neighborhoods to take greatest advantage of the adjacent light rail station.

The redevelopment and revitalization of MLK Drive is tied to the successful establishment of a vibrant community commercial center, or "Hub." The Hub is to serve as the activity center for the Jackson Hill community. However, to become competitive with established shopping districts and malls throughout the City, it is important that The Hub establishes a high density mix of uses with businesses and activities that presents a compelling alternative to the traditional shopping center experience. The goal of the Hub Zone is to develop a pedestrian oriented mixed use center adjacent to light rail, including commercial, civic, cultural, and residential uses.

2) Required Open Space Plazas:

a) An approximately 15,000 square foot plaza area on Block 21201 at the corner of MLK Drive and Kearney Avenue was constructed as part of the original Hub development and was required as part of the original MLK Drive Redevelopment Plan. Open space of at least 15,000 square feet is required within Zone 3. The existing plaza at the south-west corner of the Hub superblock may be partially or entirely removed provided that alternative plaza areas are approved by the Planning Board that meet or exceed the 15,000 square foot requirement. Any relocation of the exiting plaza shall conform to the following requirements:

- i) Upon execution of an agreement with the Jersey City Redevelopment Agency and City of Jersey City to repurpose portions of the existing plaza at the South West corner of Block 21201, a public plaza of at least 9,000 square feet shall be constructed within the western end of the Virginia Avenue right-of-way, subject to a developer agreement with the City of Jersey City. Signalization of the Virginia Avenue and MLK Drive intersection shall be reevaluated by the City. The open space shall be constructed by a developer designated by the Jersey City Redevelopment Agency.
- ii) The remainder of the existing plaza area shall be associated with any development project designated by the Jersey City Redevelopment Agency for the existing plaza site at the South West corner of Block 21201. The plaza area that remains shall be re-designed and re-build as a front entry plaza for this designated project.
- iii) The specifics of the construction schedule and maintenance responsibilities shall be set forth and subject to a developer agreement with the City. The required open space areas described in this section shall be publicly accessible during the standard hours of operation for parks and recreation areas in the City, as set forth in applicable City ordinances. Ownership of the required open space may be transferred to the developer, the City of Jersey City, the Jersey City Redevelopment Agency, or a third party designated by the City of Jersey City or the Jersey City Redevelopment Agency. The open space areas shall be included in a site plan application or section 31 review by the planning board, for any building constructed in Zone 3 on the existing open space plaza. The construction of the open space shall be completed in a timely manner, as set forth in the agreement between the designated developer, the City, and the JCRA.

3) Principal Permitted Uses subject to the requirements of section VIII:

- a) Residential above the ground floor (see VIII.B for exception).
- b) Retail Sales of Goods and Services.
- c) Financial Services.
- d) Offices.
- e) Cafes.
- f) Restaurants: category one and two.
- g) Medical Offices.
- h) Child and Adult Day Care Centers.
- i) Bars.

- j) Night clubs.
  - k) Art galleries.
  - l) Theaters.
  - m) Artist studio workspaces.
  - n) Museums.
  - o) Government uses.
  - p) Community centers.
  - q) Business incubators.
  - r) Health clubs/gyms.
  - s) Any combination of the above.
- 4) Accessory Uses:
- a) Enclosed parking and loading.
  - b) Surface parking and loading.
  - c) Landscape features.
  - d) Improved Open Space.
  - e) Signs.
  - f) Sidewalk Cafe: where sidewalk width permits.
- 5) Prohibited Uses:
- a) Surface parking as a principal use.
  - b) Gas stations, service stations, auto repair, auto body shops, and other automobile related uses (not including car share programs).
  - c) Billboards.
  - d) Funeral homes and Mortuary Services
- 6) Prohibited Uses on the ground floor along MLK Drive, Monticello Avenue, Ocean Avenue, Kearney Avenue, and Communipaw Avenue:
- a) Social welfare facilities or offices, such as clinics for drug addiction, soup kitchens, temporary, transitional, or indigent housing, prisoner re-entry programs.
  - b) Day care facilities.
- 7) Density and Height Requirements:
- a) Density is not regulated by floor area ratio or units per acre in this zone. Instead, a "building envelope" is defined, depending on the size and shape of the site. Minimum room and unit sizes are regulated by building code.
  - b) Subdivision, Building Height, Yard, and Pedestrian Walkway Access Controls: The following building height and setback requirements shall guide the eventual subdivision and redevelopment of The Hub into a mixed use transit oriented development center. The Zone 3 superblock may be subdivided for development lots in any configuration, so long as the required pedestrian access ways are provided along the perimeter of each development lot. Taller buildings are required to provide a wider access way according to the table below. Some pedestrian access way widths may be required to have additional width to accommodate emergency vehicle access to the site as determined by the Planning Board.
    - i) Building height limits shall be indexed to the width of on-site pedestrian access ways provided along and within the perimeter of each development lot according to the following table:

For the provided Pedestrian Access Ways Width of:	The Maximum permitted Building Height is (stories/feet):
6 feet	1 / 10'
9 feet	3 / 35'
10 feet	5 / 55'
12 feet	10 / 105'
16 feet	12 / 130'

Table 3.1 - Pedestrian Access Way and Height Regulating Table

- ii) The maximum permitted diagonal measurement between the furthest corners of any new structure above the 5th floor is 130 feet, excepting buildings that are majority office use, which shall have a maximum permitted diagonal measurement of 160 feet.
  - iii) A 20-foot sidewalk is provided along lot lines fronting MLK Drive, Virginia Avenue, Kearney Avenue, and Ocean Avenue.
  - iv) The required sidewalk areas shall be activated with ground floor retail to the extent practical.
  - v) Pedestrian access ways shall be designed as a mix of pedestrian plaza, public park or walkway with a mix of street furniture, lighting and landscaping. Public park sections may include playgrounds, splash areas, reinforced lawn, et cetera. Changes in grade are encouraged to bring interest and variety to the access ways.
  - vi) Any sidewalk areas or remaining land between building lots beyond the required pedestrian access ways shall be incorporated into the design of adjacent parks or plazas.
- 8) Automobile Parking Requirements:
- a) Curb cuts are prohibited on Martin Luther King Jr. Drive and Ocean Avenue except for existing entrances at the time of adoption. This shall result in zero parking permitted on lots with no other access to alternative right-of-ways.
  - b) Parking is prohibited on any lots that have sole frontage on Martin Luther King Jr. Drive or Ocean Avenue. This shall result in zero parking permitted on lots with no other access to alternative right-of-ways.
  - c) Curb cuts are only permitted to gain access to off-street parking facilities with a minimum of 6 parking spaces. This shall result in zero parking required where the minimum required is less than 6 spaces as per the parking requirements below.
  - d) Parking is required on lots greater than 9,000 square feet, according to the following:
    - i) Residential uses shall provide a minimum of 0.4 off-street parking spaces per dwelling unit, exempting studio and one bedroom residential units in structures greater than 4 stories.
    - ii) Ground floor commercial uses shall provide a minimum of 0.5 off-street parking spaces per 1,000 square feet of gross floor area, excluding the first 10,000 square feet of ground floor area.

D) ZONE 4: Residential

- 1) Permitted Uses:
  - a) Residential.
- 2) Accessory Uses:
  - a) Enclosed parking.
  - b) Surface parking.
  - c) Landscape features.
  - d) Improved Open Space.
- 3) Prohibited Uses:
  - a) Surface parking as a principal use.
  - b) Billboards.
- 5) Lot Size and Dimension Requirements:
  - a) All existing lots at the time of adoption of this plan are conforming lots.
  - b) Shape Factor Maximum: 28.
- 6) Height and Bulk Requirements:
  - a) The existing building height, floor area, established setbacks and the exterior building envelope at the time of adoption of this Plan shall constitute the development standards of each building. Any change to the above standards shall constitute a deviation from this plan excepting additions as permitted by Section IX.D.6.b below.
  - b) Rear additions are permitted, provided that the addition is in conformance and complies with the following bulk standards:
    - i) Maximum height: existing
    - ii) Maximum/minimum front yard: existing
    - iii) Maximum/Minimum side yard: as existing, except where required by fire or building code to accommodate adjacent windows
    - iv) Rear yard and building setbacks:
      - a. Ground floor level shall not extend greater than 80 feet from any right-of-way fronting the subject property.
      - b. All floor levels above the ground floor shall not extend greater than 80 feet from any right-of-way fronting the subject property.
      - c. For through lots, the ground floor level may cover 100% of the lot with no yards provided.
      - d. For oversized lots with greater than 100 feet in depth, no floor area shall be required to be more than 20 feet from a property line.
- 7) Maximum Parking for all lot sizes:
  - a) Residential uses: maximum of 1.5 off-street parking spaces per dwelling unit.

**E) ZONE 5: Parks / Open Space**

- 1) Parks, plazas, and other types of public open space are the only permitted use in this zone.

IX) GENERAL REQUIREMENTS FOR ALL ZONES

A) General Design Requirements:

- 1) All structures within the project area shall be situated with proper consideration of their relationship to other buildings, both existing and proposed, in terms of light, air

- and usable open space, access to public rights-of-way and off-street parking, height, bulk, and street alignment.
- 2) Groups of related buildings shall be designed to present a harmonious appearance in terms of architectural style and exterior materials and shall be encouraged to incorporate historic elements found throughout the surrounding area.
  - 3) Buildings shall be designed so as to have an attractive, finished appearance when viewed from all vantage points within and outside of the project area. Front façades, façades which are visible from a public right-of-way, and all façades that are significantly taller than adjacent buildings or are visible as part of the skyline shall be treated with equal importance in material selection and architectural design.
  - 4) Large blank walls without fenestration surrounding large residential or commercial uses such as theatres, parking garages, big box retail, or similar uses must incorporate façade relief, an expressed structural system, sculpted, carved or penetrated wall surfaces, architectural lighting, or other architectural techniques to provide visual interest.
  - 5) Access by the elderly, physically handicapped and/or disabled shall meet barrier free design regulations as specified in the New Jersey and Federal ADA Standard Uniform Construction Code.
  - 6) All utility distribution lines, including multi-media telecommunication lines, and utility service connections from such lines to the project area's individual use shall be located underground.
  - 7) Roof deck enclosures: 20% of ADA accessible roof deck areas may be an enclosed amenity space. Enclosed roof deck amenity space must be a minimum of 10 feet from the edge of the roof or parapet, and be centered on the roof to minimize view of the enclosure to the greatest extent practical. Enclosed roof deck amenity space may extend to the edge of a building with the minimum area necessary to gain access to an elevator or stair entry. All walls of the enclosed amenity space greater than 10 feet from the edge of roof or parapet shall be a minimum of 80% glazing. Maximum floor to top of roof structure shall be 10 feet.
  - 8) Roof treatment, Mechanical Screening and Electrical Equipment
    - a) All mechanical equipment located on any roof of a building shall be screened from view from all vantage points, with a material complementary with the façade of the structure. The screening shall not resemble a utility or rooftop elevator or stair tower.
    - b) A roof plan must be developed and submitted for approval. Roof plans shall include mechanical equipment, trellises to obscure view, colored roof patterns and landscaping. Parking deck roofs shall be designed to maximize recreational amenity space and all remaining rooftop areas shall be developed as a green roof.
    - c) All electrical communication equipment shall be located in such a way that it does not negatively impact the appearance of the building nor create objectionable views as seen from surrounding structures.
    - d) Transformers and primary or and back-up generators shall be located interior to the building or vaulted underground within the pavement area of an adjacent street. Location upon the sidewalk, between the sidewalk and the building, or anywhere outside at grade is not permitted.

- e) The placement of all new or reconstructed signal boxes is required to be below grade.
- 9) Streetscape
- a) All buildings shall be designed to front on a public street to create a street wall and a pedestrian environment at a human scale.
  - b) Main entrances into buildings shall be located on all public streets. Secondary entrances shall also be provided from parking areas and/or as necessary according to the design of the structure.
  - c) Entrances shall be designed to be attractive and functional. Indicators such as awning, changes in sidewalk paving material or other indicator consistent with the design, proportions, material and character of the surrounding area shall be provided.
  - d) Automobile parking between the building line and a public right-of-way is expressly prohibited, even where surface parking is a permitted use. Parking is not permitted in any front yard.
  - e) Porte-cocheres and drop-off lanes are prohibited.
- 10) All façade vents for air conditioning or heating units must be incorporated into the window design such that vent grills and windows appear as a single unit. This is best achieved by lining up vent grills with the vertical or horizontal edge of the adjacent window and matching the window's length or width or using a spandrel panel to fill any voids.
- 11) Facade Composition Requirement: Windows or "window design units" (a definable shape within the facade composition which includes a window plus surrounds, including vents, grills, mullions, frames, sills, and which may include portions of the exterior wall) shall be sized, aligned, and spaced apart such that the facade area between windows or "window design units" form visual columns and spandrels. The Planning Board may grant a waiver from this method for superior design.
- 12) All new sidewalk concrete shall be tinted charcoal grey or equivalent. The Planning Board may grant a waiver for superior design which relates to adjacent architecture or other public purpose.
- 13) All storefronts shall incorporate a cornice element or horizontal projection above the storefront glazing separating ground floor uses from the building above.
- 14) Ground floor storefront bulkheads below the display windows shall be a maximum of 16 inches in height above sidewalk grade.
- 15) All storefront façades shall incorporate a minimum of 70% transparent glass.
- 16) Storefront windows are prohibited from displaying scrolling, blinking, flashing, or bright lights which are not part of approved signage.
- 17) All ground floor entryways shall be recessed or designed to avoid door swings into any public right-of-way.
- B) PARKING DESIGN STANDARDS
- 1) Parking structures shall be designed to eliminate headlight glare by the provision of opaque screening for head lights and placement of interior garage lighting to be directed into the structure and/or mounted on the interior side of columns so as to prevent glare from such lighting to be visible from the street or adjacent property. Light fixture details and location shall be included within the garage floor plan at the time of site plan application.

- 2) The façade of all parking levels shall be of a compatible material to that used throughout the development or adjacent structures and shall be designed to provide visual interest.
- 3) All openings must be screened with glass or decorative façade materials. Any openings shall be in a vertical proportion. Open horizontal bands along the façade of any parking structure are prohibited.
- 4) Exterior lighting of the screening materials on a parking structure façade may be required by the Planning Board in order to provide additional visual interest in terms of light and shadow and to further mask the interior lighting of the parking structure and headlight glare.
- 5) Parking stall and aisle size requirements are pursuant to the regulations found in the Jersey City Land Development Ordinance.
- 6) Off-street parking and loading areas shall be coordinated with the public street system serving the project area in order to avoid conflicts with through traffic or obstruction of pedestrian walks and thoroughfares.
- 7) Surface parking lots (where permitted) and all loading areas shall provide a screen planting of dense evergreens along any street line and along all property lines except those instances where a building intervenes or where the proposed planting may interfere with sight triangles, or required commercial uses. Within the parking area, a minimum of three percent (3%) of the parking area shall be landscaped and maintained with shrubs no higher than three (3) feet and trees with branches no lower than six (6) so that the landscaping is dispersed throughout the parking area.
- 8) The number and design of off-street loading spaces shall be demonstrated by an applicant according to an anticipated need. All freight loading activities are encouraged to be restricted to early morning and/or late evening hours. The design and number of off-street loading shall be regulated by the Jersey City Land Development Ordinance.
- 9) For through lots there shall be no more than two vehicular access points, one from each right-of-way. All other lots shall have no more than one vehicular access point.
- 10) All developments which propose valet parking shall submit a parking management plan. Such plan shall include but not be limited to: number of vehicles to be parked, number of rows of cars to be stacked, all parking stall and aisle widths and any other information deemed necessary to effectively evaluate the management plan. All parking management plans shall be subject to review and approval of the Division of Traffic Engineering, the Division of City Planning and the Planning Board. Valet parking schemes shall not be permitted to increase the total number of parked cars above the maximum number of permitted spaces.
- 11) Bicycle Parking Provisions: Bicycle parking shall be provided pursuant to the requirements found in the Jersey City Land Development Ordinance.

#### C) LANDSCAPING AND LIGHTING REQUIREMENTS

- 1) Landscaping shall be required for any part of any parcel not used for buildings or off-street parking. The developer's plan shall include proposals for landscaping indicating the location, size and quantity of the various species to be used.



- 2) All plant material used must be able to withstand an urban environment. All screen planting shall be a minimum of 4 feet high and shall be planted, balled and burlapped as established by the American Association of Nurserymen. A planting schedule shall be provided by the developer and approved by the Planning Board. Ground cover shall be used in place of mulch.
- 3) All new trees shall be of a species and gender so as to minimize fruit and pollen.
- 4) Any landscaping which is not resistant to the environment or dies within 2 years of planting shall be replaced by the developer.
- 5) Street trees shall be planted along curb lines of streets in a regular pattern, spaced at one-half the mature spread of the tree canopy to further enhance the aesthetic quality of the redevelopment area. All trees shall be a minimum of three (3) inches in caliper.
- 6) Lighting within the site shall sufficiently illuminate all areas, including those areas where buildings are setback or offset to prevent dark corners.
- 7) All lighting sources must be adequately shielded to avoid any off-site glare. The area of illumination shall have a uniform pattern of at least one-half (0.5) foot candles.
- 8) All landscaping must be fully enclosed by curb or seating wall constructed of a masonry or metal material with a minimum of 6 inch in height. Landscaping shall be elevated to match the height of the curb or seating wall.

#### D) BUILDING MATERIALS REQUIREMENTS

- 1) Synthetic stucco materials such as EIFS is prohibited on any facade along a public right-of-way. Any stucco material used must be fine grained with a smooth stipple finish to reflect a more stone like appearance and qualities of light reflection.
- 2) Split face concrete block or other concrete masonry units may only be used as an accent material, not to exceed 15% of any facade.
- 3) Front cantilevered balconies may project no more than 12 inches from the facade.
- 4) Use of chain link fencing, razor wire, barbed wire, or other similar security devices is expressly prohibited. Chain linked fencing may be temporality utilized during construction only.
- 5) Security Gates: All front security gates shall be completely composed of the open mesh type, except for two feet at the bottom of the gate which may be solid. Storage boxes for all security gates shall be mounted on the interior of the building. Gate tracks shall be recessed into the glazing reveal and the gate housing shall be flush with the plane of the storefront. No storage box, tracks or mechanical devices related to the gates may project from the plane of the storefront.

#### X) SIGNAGE REGULATIONS

##### A) Signage Approval Process

- 1) All signs are subject to site plan review when included as part of a major site plan application.
- 2) All temporary banner signs for marketing projects on site shall be considered as an interim use.
- 3) All new signage that complies with the redevelopment plan shall not require site plan approval.
- 4) Minor Site Plan application with deviation must be submitted to the Planning Board for all non-conforming sign proposals.

- 5) During construction, one (1) temporary sign indicating: the name of the project or development, general contractor, subcontractor, financing institution and public entity officials (where applicable) shall be permitted. The sign area shall not exceed forty (40) square feet.

B) Number and Size of Signage

- 1) The building address is required to be placed on either the main entry door, transom window, building, or awning flap at a maximum font height of 10 inches.
- 2) Sign requirements for ground floor uses:
  - a) Each use fronting on a public street may be permitted one (1) exterior sign per store front bay on each street frontage.
  - b) Maximum sign height shall be 32 inches or the height of the architectural sign band in the building's facade or transom window.
- 3) Sign requirements for all other uses:
  - a) Each use fronting on a public street may be permitted one (1) exterior sign per entryway per street frontage. Buildings with multiple uses shall have no more than one (1) sign per use.
  - b) The total exterior sign area shall not exceed the equivalent of 5 percent of the first story portion of the wall to which it is attached. In no case shall a sign on any structure exceed 20 square feet.

C) Sign Design Requirements

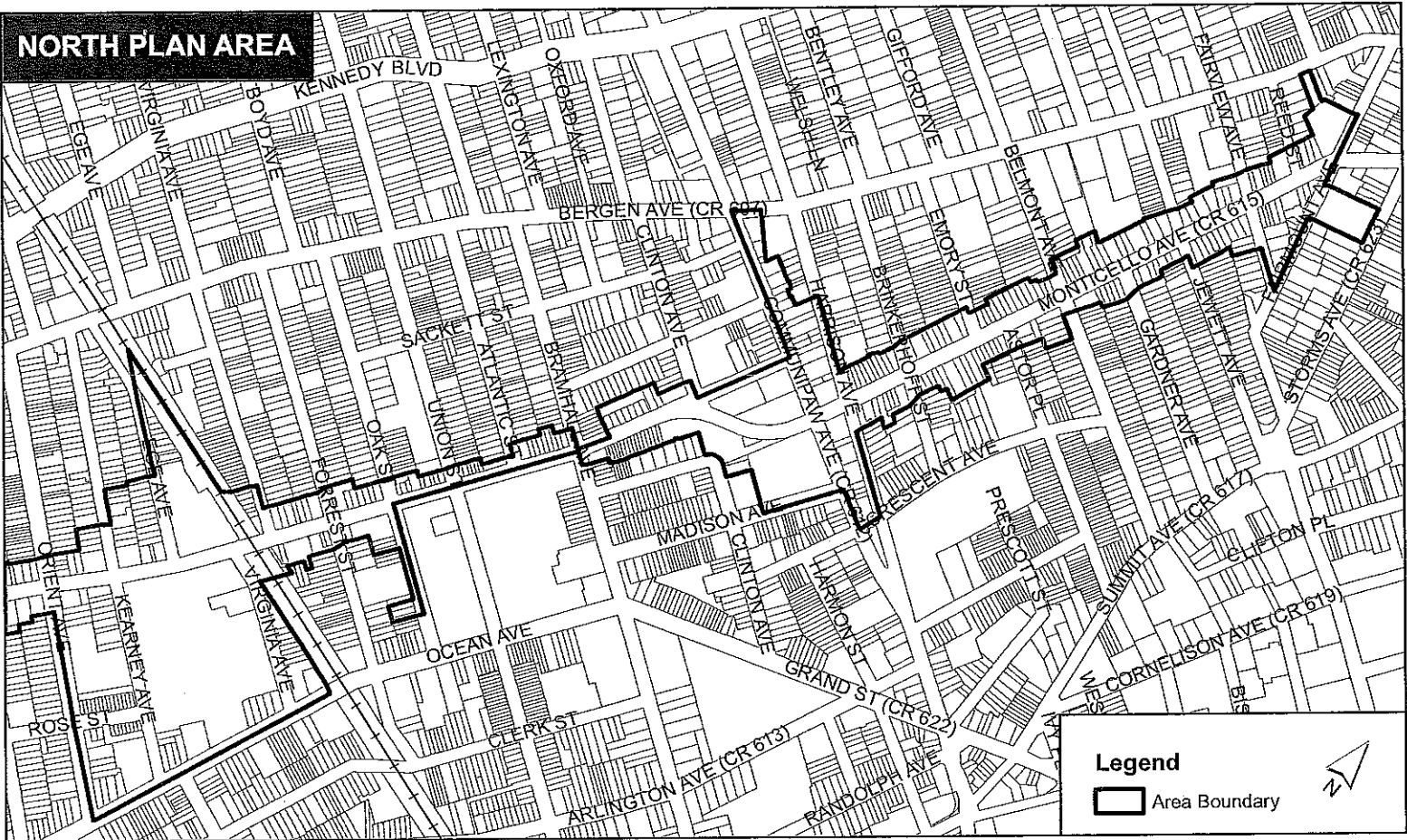
- 1) All signs shall be attached to the first floor level of the building only.
- 2) All wall signs shall be flush mounted.
- 3) All blade signs shall project no more than 30 inches from the façade and the bottom of the sign must be a minimum of 9 feet above the sidewalk.
- 4) Window signs (other than lettering and logos as specifically permitted) shall be prohibited. Lettering or logos shall be limited to decorative metal leaf, flat black or etched / frosted glass style lettering and shall be limited to the name of the business occupying the commercial space / storefront and shall cover no more than twenty (20%) of the window area.
- 5) Permitted signage material includes:
  - a) Painted wood.
  - b) Painted metals including aluminum and steel.
  - c) Brushed finished aluminum, stainless steel, brass, copper, or bronze.
  - d) Carved wood or wood substitute.
  - e) Channel letters.
  - f) Neon letters.
- 6) Permitted lettering material includes:
  - a) Lettering forms applied to the surface of the sign.
  - b) Single colored lettering forms applied to the surface of the sign.
  - c) Metallic solid body letters with or without returns.
  - d) Painted acrylic or metal letter.
  - e) Vinyl lettering attached permanently to a wood, wood substitute or metal signboard.
- 7) Signs may be lit from backlit halo and up-lights.

- 8) Storefront windows shall not be blocked by any interior display case or other form of barrier. Pedestrians on the street shall have the ability to see into the shop and view the activity within.
  - 9) Signs may include the name of the store only. Building address, phone number, operating hours and other additional information may be stenciled on the door.
- D) Parking Garage Signage
- 1) One (1) sign shall be provided per entrance to garages indicating the parking facility by the international parking symbol and direction arrow. The sign area shall not exceed twenty (20) square feet. If applicable, one (1) sign per entrance may be allowed indicating parking rates, not to exceed eight (8) square feet.
  - 2) Portable signs are not permitted for parking garages.
- E) Prohibited Signs
- 1) Billboards.
  - 2) Portable advertising signs not associated with use within 10 feet are strictly prohibited.
  - 3) Internally or externally illuminated box signs
  - 4) Flashing or animated signs, spinners, pennants, reflective materials that sparkle or twinkle.
  - 5) Window signs, posters, plastic or paper that appear to be attached to the window.
  - 6) Pole signs.
  - 7) Waterfall style or plastic awnings.

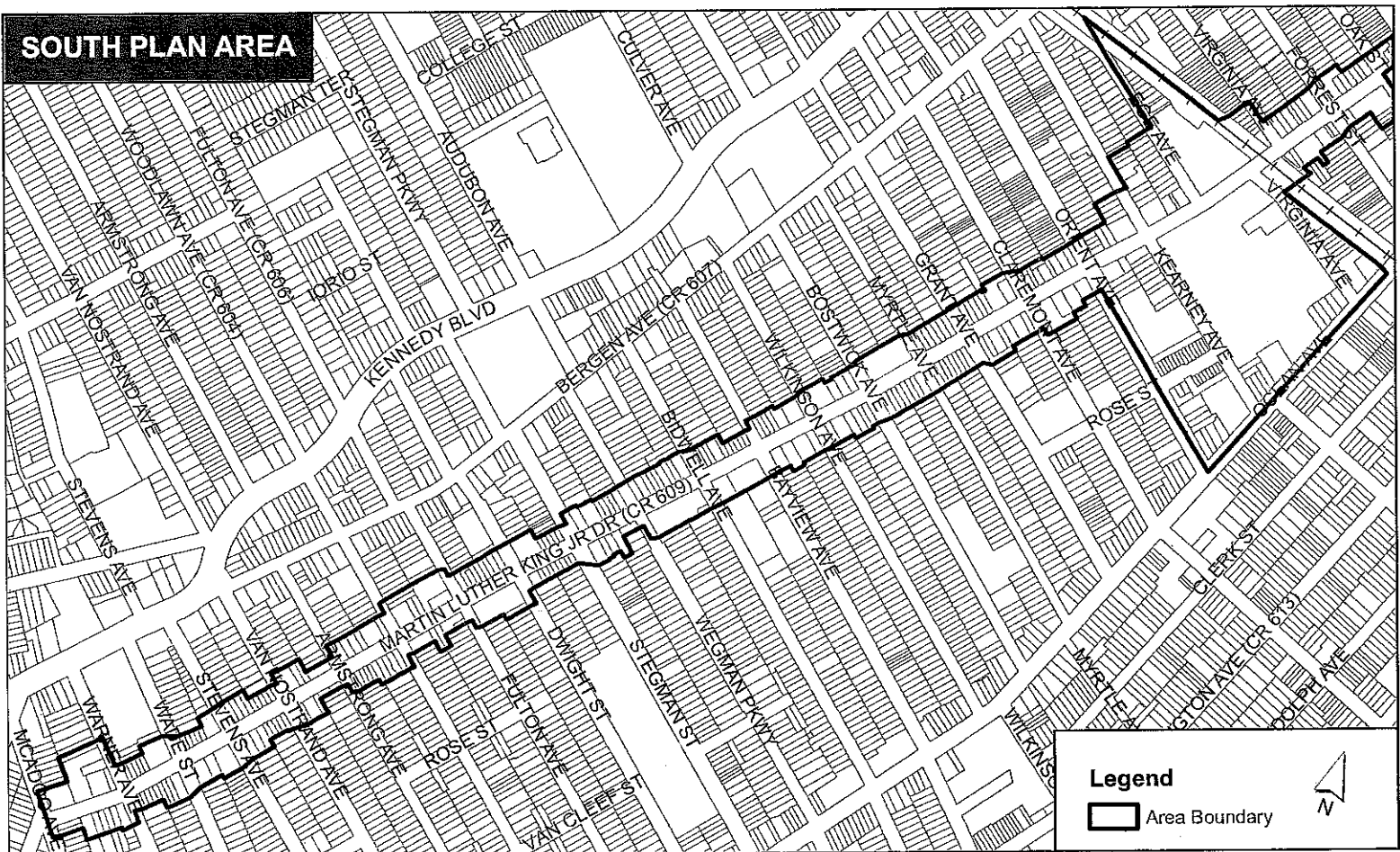
## XI) MAPS

- 1) Boundary Map
- 2) Zone Districts Map
- 3) Acquisition Map

## NORTH PLAN AREA

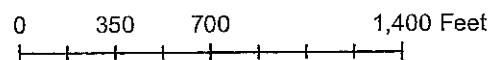


## SOUTH PLAN AREA



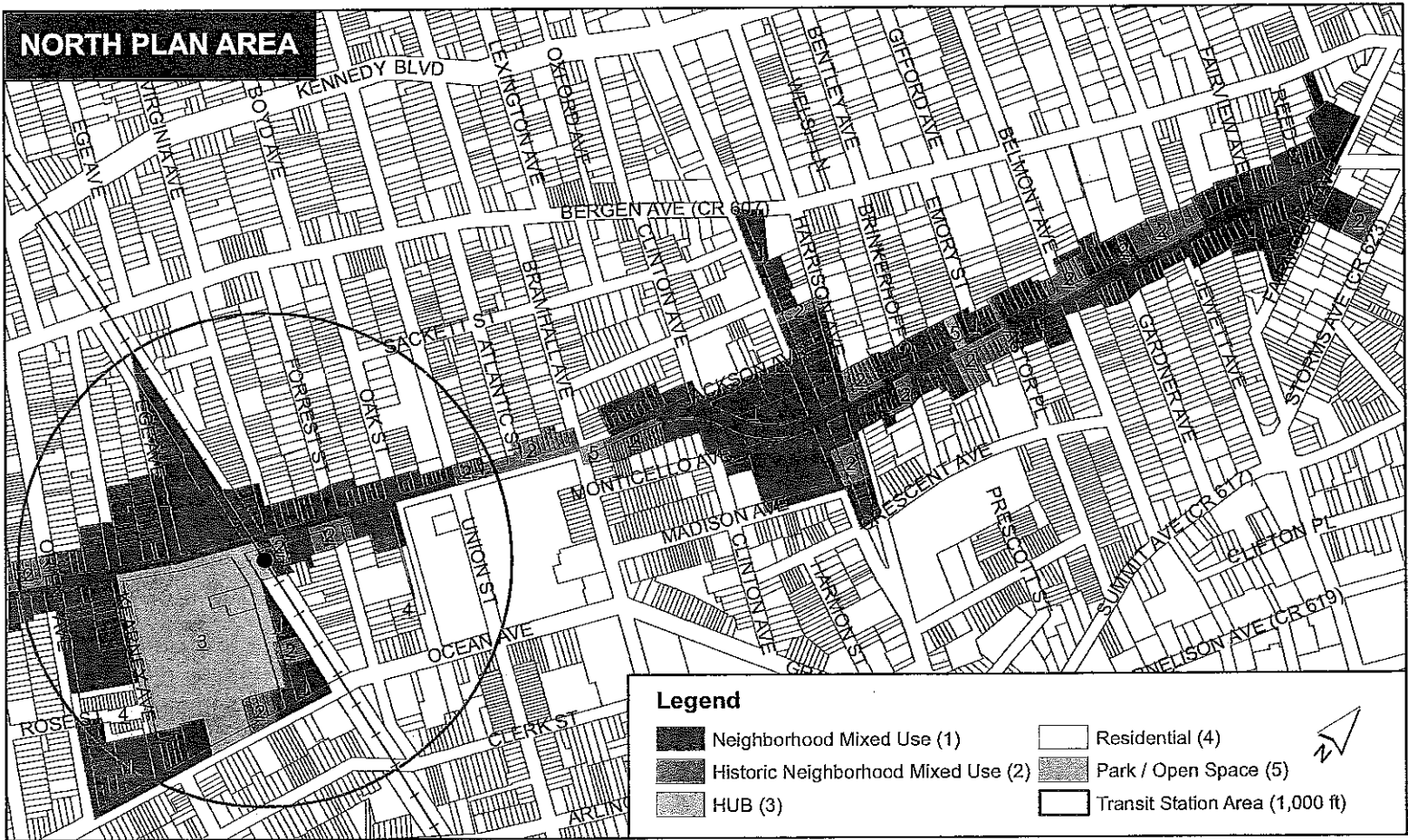
# JACKSON HILL REVELOPMENT PLAN MAP 1: BOUNDARY MAP

MARCH 30, 2016

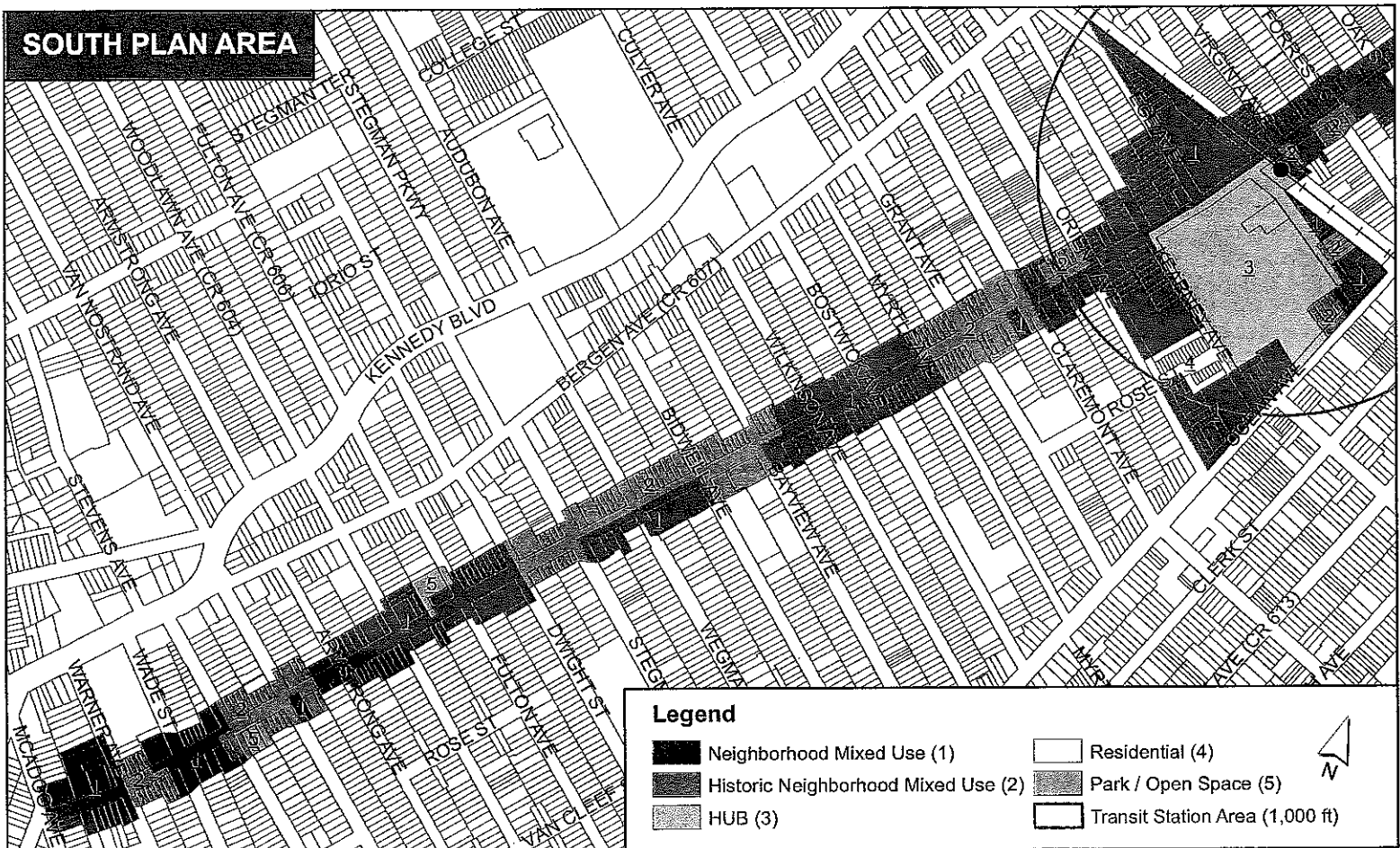


1 inch = 700 feet

## NORTH PLAN AREA



## SOUTH PLAN AREA



## JACKSON HILL REDEVELOPMENT PLAN MAP 2: LAND USE MAP

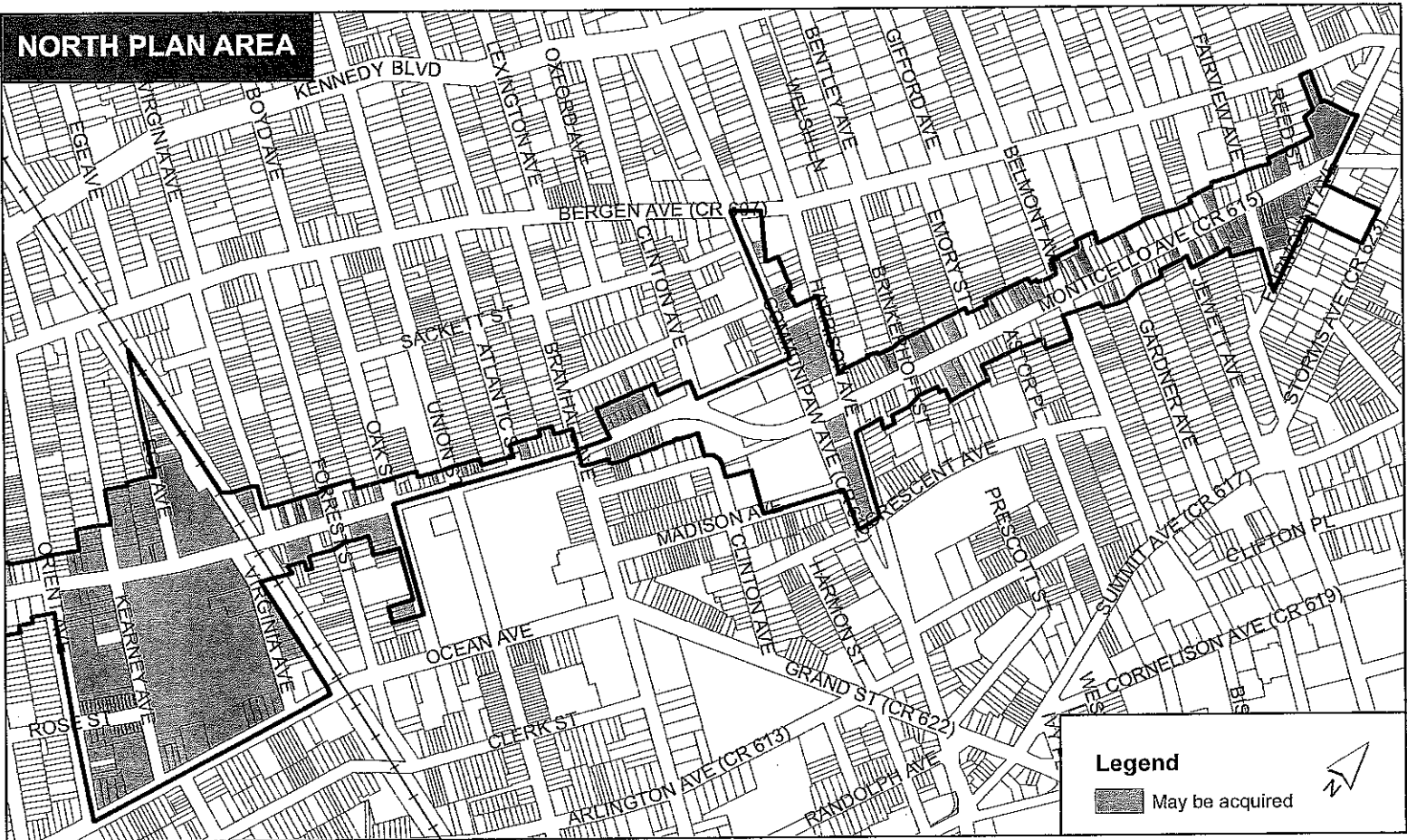
APRIL 7, 2016

0 350 700 1,400 Feet

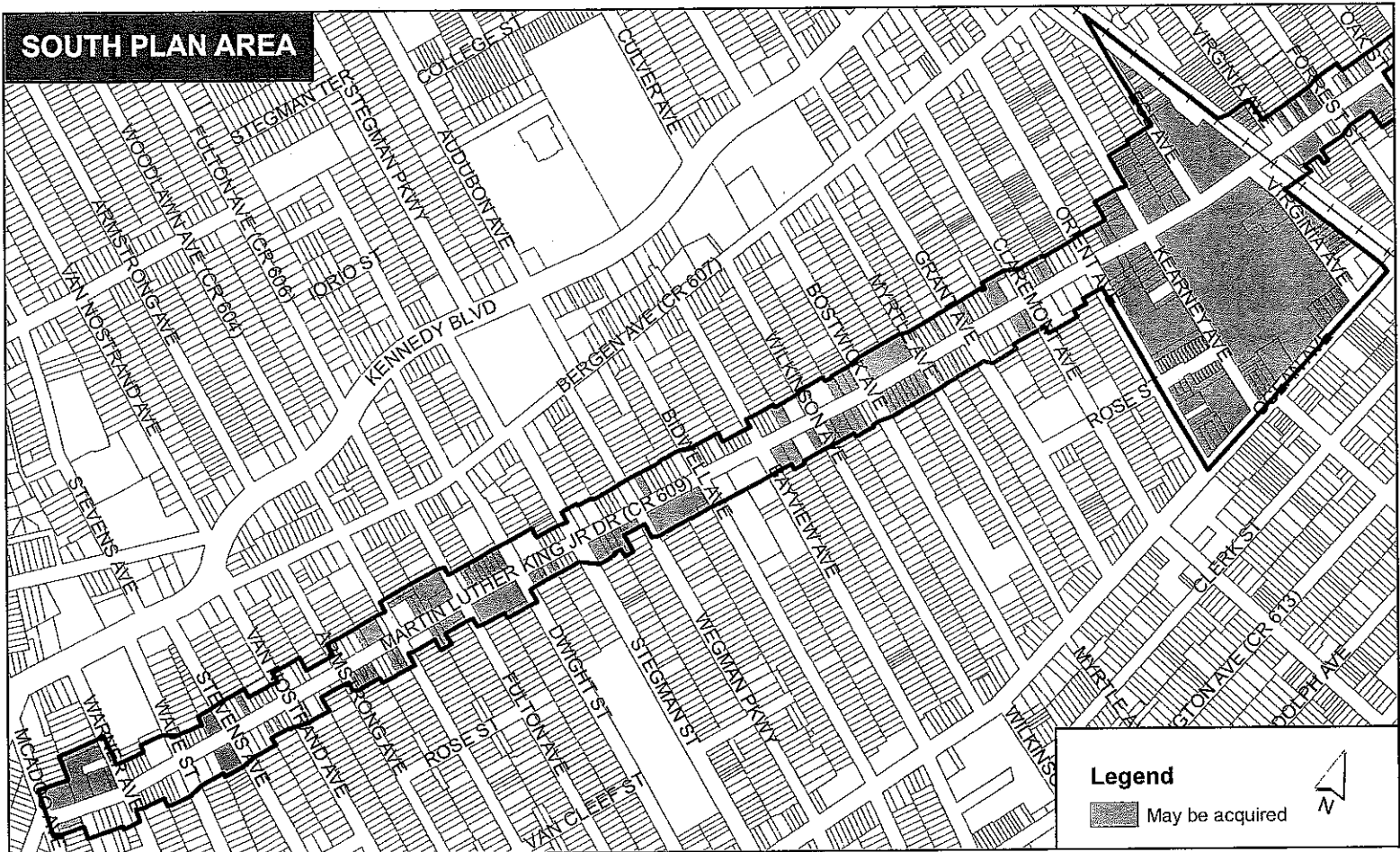
1 inch = 700 feet



## NORTH PLAN AREA

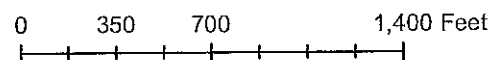


## SOUTH PLAN AREA



# JACKSON HILL REVELOPMENT PLAN MAP 3: ACQUISITION MAP

JUNE 3, 2016



1 inch = 700 feet

City Clerk File No. Ord. 16.127

Agenda No. 3-J 1st Reading

Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 16.127

**TITLE:**

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE LAFAYETTE PARK REDEVELOPMENT PLAN

WHEREAS, the Municipal Council of the City of Jersey City, originally adopted the Lafayette Park Redevelopment Plan in March 1979; and

WHEREAS, the Municipal Council seeks to re-start the redevelopment of the area by updating the standards and regulations within this redevelopment plan; and

WHEREAS, the attached Lafayette Park Redevelopment Plan shall amend the plan to provide updated development regulations intended to spur the revitalization of a flood prone area; and

WHEREAS, a copy of the amended text is attached hereto and made a part hereof, and is available for public inspection at the Offices of the City Clerk, City Hall, 280 Grove Street, Jersey City, NJ; and

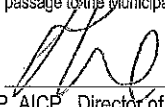
WHEREAS, the Lafayette Park Redevelopment Plan has been reviewed by the Jersey City Planning Board at its meeting of July 19, 2016; and

WHEREAS, the Planning Board voted to recommend amendments of the Lafayette Park Redevelopment Plan by the Municipal Council; and

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that amendments to the Lafayette Park Redevelopment be, and hereby are, adopted.

**BE IT FURTHER ORDAINED THAT:**

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be a part of the Jersey City Code as though codified and set forth fully herein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Council be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible repealers of existing provisions.
- E. The City Planning Division is hereby directed to give notice at least ten days prior to the hearing on the adoption of this Ordinance to the Hudson County Planning board and to all other persons entitled thereto pursuant to N.J.S. 40:55D-15 and N.J.S. 40:55D-63 (if required). Upon the adoption of this Ordinance after public hearing thereon, the City Clerk is hereby directed to publish notice of the passage thereof and to file a copy of the Ordinance as finally adopted with the Hudson County Planning Board as required by N.J.S. 40:55D-16. The clerk shall also forthwith transmit a copy of this Ordinance after final passage to the Municipal Tax Assessor as required by N.J.S. 40:49-2.1.

  
Maryann Bucci-Carter, PP, AICP, Director of City Planning

APPROVED AS TO LEGAL FORM

APPROVED: 

APPROVED: \_\_\_\_\_

Corporation Counsel

Business Administrator

Certification Required ☐

Not Required ☐

**ORDINANCE/RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution/ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution/ordinance.

**Full Title of Ordinance/Resolution****ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
ADOPTING AMENDMENTS TO THE LAFAYETTE PARK REDEVELOPMENT PLAN****Initiator**

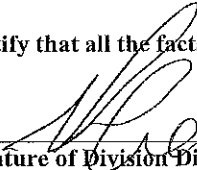
Department/Division	HEDC	City Planning
Name/Title	Maryann Bucci-Carter, PP, AICP	Director / maryannb@jcnj.org
	Matt Ward, PP, AICP	Senior Planner / MWard@jcnj.org
Phone/email	201-547-5010	

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

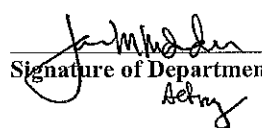
**Purpose**

This ordinance will adopt amendments to the Lafayette Park Redevelopment Plan which was originally adopted in 1979. Centered around Johnston Avenue and Pacific Avenue, the neighborhood was substantially redeveloped in the mid 1990's. But as the neighborhood currently exists, flooding is a significant concern. These amendments shall revise development regulations with the aim to enhance the area's livability and resiliency by allowing for infill development to provide modern housing types, ground floor retail and other amenities while addressing flooding issues head on.

I certify that all the facts presented herein are accurate.

  
Signature of Division Director

  
Date

  
Signature of Department Director

  
Date



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**Department of Housing, Economic Development & Commerce**  
**Division of City Planning**



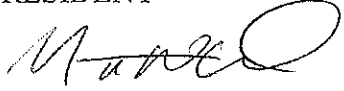
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**Memorandum**

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DATE: 8/2/2016

TO: ROLANDO LAVARRO, COUNCIL PRESIDENT

FROM: MATT WARD, SENIOR PLANNER 

SUBJECT: AMENDMENTS TO THE LAFAYETTE PARK REDEVELOPMENT PLAN

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This ordinance will adopt amendments to the Lafayette Park Redevelopment Plan which was originally adopted in 1979. Centered around Johnston Avenue and Pacific Avenue, the neighborhood was substantially redeveloped in the mid 1990's. But as the neighborhood currently exists, flooding is a significant concern.

Beginning in December 2015, four public meetings were held to discuss amendments to this plan and concerns/needs in the area. As a low-lying area, flooding is a concern and will define the future development of this neighborhood. At the meetings, residents discussed how the need for retail and small business or mixed-use buildings in their neighborhood. They seek to create a more walkability neighborhood in close proximity to their homes and the Liberty State Park Light Rail Station.

These amendments shall revise development regulations with the aim to enhance the area's livability and resiliency by allowing for infill development to provide modern housing types, ground floor retail and other amenities while addressing flooding issues head on.

## **SUMMARY STATEMENT**

### **ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE LAFAYETTE PARK REDEVELOPMENT PLAN**

This ordinance will adopt amendments to the Lafayette Park Redevelopment Plan which was originally adopted in 1979. Centered around Johnston Avenue and Pacific Avenue, the neighborhood was substantially redeveloped in the mid 1990's. But as the neighborhood currently exists, flooding is a significant concern. These amendments shall revise development regulations with the aim to enhance the area's livability and resiliency by allowing for infill development to provide modern housing types, ground floor retail and other amenities while addressing flooding issues head on.

# LAFAYETTE PARK REDEVELOPMENT PLAN

**AS RECOMMENDED BY THE JERSEY CITY PLANNING BOARD: 7-19-2016**

ADOPTED March 1979

AMENDED July 1987

AMENDED September 1990

AMENDED April 1996

AMENDED April 2001

AMENDED Sept 26, 2002 – Ord. 02-108

AMENDED March 9, 2011 – Ord. 11-027

Block & Lot Updates Oct. 2, 2012



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## **I) INTRODUCTION AND BOUNDARIES**

The Lafayette Park Redevelopment Plan area is located south of downtown, east of the Palisades foothills, west of Liberty State Park, and historically defined by the Morris Canal. The Canal, which provided the access to the Hudson and Hackensack Rivers, gave rise to industrial uses and supporting residential housing in this low-lying area, much of which was built on historic fill.

The Lafayette Park Redevelopment Plan was first adopted in March 1979, covering roughly 35 acres centered around the intersection of Johnston and Pacific Avenues and comprised of Tax Blocks 17501, 17506, 19001, 17403, 15602, 17402, 15603, 15601 (partial), 17401, 15501 (partial), 15503, and 15502.

At the time of the Plan's original adoption, Lafayette's historic pattern of mixed industrial and residential uses – which dated back to at least the 1930s and persisted through the late 1960s – had largely disappeared from the Redevelopment Area. Large tracts of vacant land interspersed with a few large industrial complexes formed the southern border of the “tower in the park”- style Jersey City Housing Authority housing project between Grand Street and Carbon Street. By 1987, the area's remaining residential and even industrial structures had been almost entirely razed, leaving some tax blocks completely empty.

From 1992-1995, the area's most significant development since the Plan's adoption took place—the multi-phased construction of a major affordable housing project by JP Affordable Housing Holding Company. The development, which remains largely intact as of 2016, consists of two-story, semi-detached two-family houses on lots ranging from 3,000 to 4,000 square feet. The majority of these lots include an alley easement to access rear yard parking, although these alleys were never dedicated to the city and maintenance remains the responsibility of the property owners. While the project was in line with the original Redevelopment Plan goals of promoting home ownership and recovering vacant land for productive use, it also created a suburban, car-oriented development pattern with low walkability and few opportunities for small business.

The Redevelopment Area's other major development—the Lafayette Village Apartments— broke ground in the early 2000s. Located in the triangle bordered by Woodward Street, Grand Street and Johnston Avenue, the project consists of 124 two-story townhouse units, including 77 public housing units, financed through the US Department of Housing and Urban Development HOPE VI Program and New Jersey Low Income Housing Tax Credits.

Jersey City has seen a major urban recovery that has expanded transit and economic opportunities in many areas of the city since the Plan's adoption and the construction of most of Lafayette Park's existing housing stock. In Lafayette, this was reflected in the opening of the Liberty State Park light rail station in 2001 and the return of the demand for ground-floor retail along historic commercial corridors.

However, the City has also become more aware of the geographical risk of its waterfront location, particularly in the aftermath of Superstorm Sandy. As the neighborhood currently exists, flooding is a significant concern. Almost the entire Redevelopment Area, particularly outside of Lafayette Village, is located in an area of high risk for both storm surge and stormwater flooding (FEMA Zone AE, EL 9 feet; SLOSH Category 1 3-6 feet flood zone). This risk will only increase with climate change-driven sea level rise, and must be taken into account by future developments as well as rehabilitations within the area.

The 2016 amendments to the Lafayette Park Redevelopment Plan seek to build on the significant advances in transit and residential development that the area has seen since 1979, enhancing the area's livability and resiliency and allowing for infill development to provide modern housing types and amenities like ground-floor retail along growing commercial corridors. These changes will allow the neighborhood to become more walkable and transit-friendly while expanding opportunity for small business development and local employment, laying the foundations for a resilient and economically vibrant mixed-use area.

## **II) REDEVELOPMENT PLAN GOALS AND OBJECTIVES**

Renewal activities of the Lafayette Park I Study Area will be undertaken in conformity with, and will be designed to meet, the following goals and objectives the Redevelopment Plan:

- A. To comprehensively redevelop the Lafayette Park I Study Area by the elimination of negative and blighting influences and by providing new construction and site improvements where appropriate.
- B. To provide for a variety of residential uses and housing types for both existing residents prospective occupants in order to meet the housing needs of low, moderate, and upper income households.
- C. To provide for the improvement of the functional and physical layout of the project area for contemplated redevelopment and the removal of impediments for land disposition.
- D. Make sustainability and smart growth a theme of future development and redevelopment that guides land use and transportation decisions.
- E. To construct new housing for home ownership through a combination of private development financing and the selective use of public assistance. Encourage the adaptive reuse of existing structures.
- F. To provide for the maximization of private investment through the attraction of qualified developers capable of securing private financing commitments.
- G. To promote balanced development in accordance with applicable State laws and City requirements regarding affordable housing.

- H. To provide for the stabilization and the increase of the tax base of the project area and the entire city by redeveloping nonrevenue producing areas and by reestablishing investment confidence on the part of existing and future residents both within the area and in contiguous neighborhoods.
- I. Creation of new employment, housing, educational, recreational, commercial and retail opportunities for the residents of Jersey City.
- J. Encourage buildings to meet or exceed the US Green Building Council's LEED (Leadership in Energy and Environmental Design) Certification or equivalent.
- K. To provide for the coordination of redevelopment activities to promote a uniform attack on blight which reinforces already existing renewal and improvement programs in accordance with a plan that integrates the Lafayette Park I Study Area with the existing physical and social fabric of the City of Jersey City.
- L. To provide where necessary site improvements for both proposed and existing residential uses including new streets and sidewalks, street realignment, off street parking, open space, pedestrian malls, recreational areas and new trees where appropriate.
- M. The overall improvement of traffic circulation through the development of new and improved vehicular and pedestrian circulation systems which provide for separation of vehicular and pedestrian traffic and the maximum use of public transportation.
- N. Reduce automobile dependency by encouraging high density development in close proximity to mass transit and neighborhood services with low automobile parking ratios and with bicycle parking requirements.
- O. Make walking and biking easy, safe, desirable, and convenient modes of transport.
- P. To maximize developer participation and contribution in the Lafayette Park I Redevelopment Plan.
- Q. Encourage unique local quality retail sales and services that promote community character and distinctiveness.
- R. To promote balanced development in accordance with the Fair Housing Act, NJSA 52:27D, and the Housing Element and Fair Share Plan of the City of Jersey City Master Plan.
- S. Leverage new transit facilities such as light rail to accommodate housing and employment needs.
- T. Establish minimum stormwater management requirements and controls for development in order to reduce pollution from municipal sewer systems, direct discharges to surface

waters, and combined sewer overflows, and to reduce flooding and erosion, enhance groundwater recharge, and promote rainwater harvesting.

U. To promote pluvial and coastal flood control.

### **III) TRANSPORTATION**

The district has been served by the NJ Transit Hudson-Bergen Light Rail via the Liberty State Park station since 2001. Additionally, four bus lines provide service to and from the area:

- Montgomery & West Side 440 Shopper (Lafayette Avenue- Journal Square)
- Coach USA 4 (Merritt St - Grove St - Newport Centre)
- NJ Transit 6 (via Communipaw Avenue)
- NJ Transit 81 (via Pacific Avenue)

### **IV) TYPES OF PROPOSED REDEVELOPMENT ACTIONS**

It is proposed to substantially improve and upgrade the Lafayette Park I Study Area through a combination of redevelopment actions. These will include but not be limited to

- A) Retention and construction of sound compatible uses.
- B) Assembly into developable parcels the vacant and underutilized land now in scattered and varied ownership.
- C) Provisions for a full range of public infrastructure necessary to service and support the new community.

### **V) GENERAL REQUIREMENTS**

- A) Submission of Redevelopment Proposals -Prior to commencement of construction, architectural drawings, specifications, and site plans for the construction of improvements to the Redevelopment Area shall be submitted by the developers for review and approval by the Planning Board of the City of Jersey City, and by the Board of Commissioners of the Jersey City Redevelopment Agency.
- B) Adverse Influences - No use or reuse shall be permitted, which when conducted under proper and adequate conditions and safeguards, will produce corrosive, toxic or noxious fumes, glare, electromagnetic disturbance, radiation, smoke, cinders, odors, obnoxious dust or waste, undue noise or vibration, or other objectionable features so as to be detrimental to the public health, safety or general welfare.
- C) Restriction of Occupancy or Use -There shall be no restriction of occupancy or use of the project area on the basis of race, creed, color or national origin.



#### D) DESIGN REQUIREMENTS

- 1) All structures within the project area shall be situated with proper consideration of their relationship to other buildings, both existing and proposed, in terms of light, air and usable open space, access to public rights-of-way and off-street parking, height, bulk, and street alignment.
- 2) Groups of related buildings shall be designed to present a harmonious appearance in terms of architectural style and exterior materials and shall be encouraged to incorporate historic elements found throughout the surrounding area.
- 3) Buildings shall be designed so as to have an attractive, finished appearance when viewed from all vantage points within and outside of the project area. Front façades, façades which are visible from a public right-of-way, and all façades that are significantly taller than adjacent buildings or are visible as part of the skyline shall be treated with equal importance in material selection and architectural design.
- 4) Large blank walls without fenestration surrounding large residential or commercial uses such as theatres, parking garages, big box retail, or similar uses must incorporate façade relief, an expressed structural system, sculpted, carved or penetrated wall surfaces, architectural lighting, or other architectural techniques to provide visual interest.
- 5) Access by the elderly, physically handicapped and/or disabled shall meet barrier free design regulations as specified in the New Jersey and Federal ADA Standard Uniform Construction Code.
- 6) All utility distribution lines, including multi-media telecommunication lines and utility service connections from such lines to the project area's individual use shall be located underground.
- 7) Roof deck enclosures: 20% of ADA accessible roof deck areas may be an enclosed amenity space. Enclosed roof deck amenity space must be a minimum of 10 feet from the edge of the roof or parapet, and be centered on the roof to minimize view of the enclosure to the greatest extent practical. Enclosed roof deck amenity space may extend to the edge of a building with the minimum area necessary to gain access to an elevator or stair entry. All walls of the enclosed amenity space greater than 10 feet from the edge of roof or parapet shall be a minimum of 80% glazing. Maximum floor to top of roof structure shall be 10 feet.
- 8) Roof treatment, Mechanical Screening and Electrical Equipment
  - a) All mechanical equipment located on any roof of a building shall be screened from view from all vantage points, with a material complementary with the façade of the structure. The screening shall not resemble a utility or rooftop elevator or stair tower.
  - b) A roof plan must be developed and submitted for approval. Roof plans shall include mechanical equipment, trellises to obscure view, colored roof patterns

and landscaping. Parking deck roofs shall be designed to maximize recreational amenity space and all remaining rooftop areas shall be developed as a green roof.

- c) All electrical communication equipment shall be located in such a way that it does not negatively impact the appearance of the building nor create objectionable views as seen from surrounding structures.
- d) Transformers and primary or and back-up generators shall be located interior to the building or vaulted underground within the pavement area of an adjacent street. Location upon the sidewalk, between the sidewalk and the building, or anywhere outside at grade is not permitted.
- e) The placement of all new or reconstructed signal boxes is required to be below grade.

9) Streetscape

- a) All buildings shall be designed to front on a public street to create a street wall and a pedestrian environment at a human scale.
  - b) Main entrances into buildings shall be located on all public streets. Secondary entrances shall also be provided from parking areas and/or as necessary according to the design of the structure.
  - c) Entrances shall be designed to be attractive and functional. Indicators such as awning, changes in sidewalk paving material or other indicator consistent with the design, proportions, material and character of the surrounding area shall be provided.
  - d) Automobile parking between the building line and a public right-of-way is expressly prohibited, even where surface parking is a permitted use. Parking is not permitted in any front yard.
  - e) Porte-cocheres and drop-off lanes are prohibited,
- 10) All façade vents for air conditioning or heating units must be incorporated into the window design such that vent grills and windows appear as a single unit. This is best achieved by lining up vent grills with the vertical or horizontal edge of the adjacent window and matching the window's length or width or using a spandrel panel to fill any voids.
- 11) Facade Composition Requirement: Windows or window bays (a definable shape within the facade composition which includes a window, along with portions of the exterior wall) shall be sized, aligned, and spaced apart such that the facade area between windows or window bays form a visual column or spandrel. The Planning Board may grant a waiver from this method for superior design.
- 12) All new sidewalk concrete shall be tinted charcoal grey or equivalent. The Planning Board may grant a waiver for superior design which relates to adjacent architecture or other public purpose.
- 13) All storefronts shall incorporate a cornice element or horizontal projection above the storefront glazing separating ground floor uses from the building above.

- 14) Ground floor storefront bulkheads below the display windows shall be a maximum of 16 inches in height above sidewalk grade.
- 15) All storefront façades shall incorporate a minimum of 70% transparent glass.
- 16) Storefront windows shall not be blocked by any interior display case or other form of barrier. Pedestrians on the street shall have the ability to see into the shop and view the activity within.
- 17) All ground floor entryways shall be recessed or designed to avoid door swings into any public right-of-way.

#### E) CIRCULATION AND OPEN SPACE DESIGN

- 1) Unless paved, all open space areas shall be landscaped and maintained in an attractive condition and include stormwater infiltration areas according to VII.d.
- 2) Open spaces for both residential rehabilitation and new construction shall be provided where feasible and be so located as to provide for maximum usability by tenants, and to create a harmonious relationship of buildings and open space throughout the project area.
- 3) Sidewalk areas shall be adequately provided for the movements of pedestrians through and around the site.
- 4) Sidewalk areas shall be attractively landscaped and durably paved, where feasible with permeable materials, and shall be provided with adequate lighting .
- 5) Areas designated as improved open space shall be in addition to all parking, loading, yard and setback requirements.

#### F) OFF STREET PARKING AND LOADING

- 1) Parking structures shall be designed to eliminate headlight glare by the provision of opaque screening for head lights and placement of interior garage lighting to be directed into the structure and/or mounted on the interior side of columns so as to prevent glare from such lighting to be visible from the street or adjacent property. Light fixture details and location shall be included within the garage floor plan at the time of site plan application.
- 2) Below-grade parking levels are not permitted in residential-only buildings.
- 3) The façade of all parking levels shall be of a compatible material to that used throughout the development or adjacent structures and shall be designed to provide visual interest.
- 4) All openings must be screened with glass or decorative façade materials. Any openings shall be in a vertical proportion. Open horizontal bands along the façade of any parking structure are prohibited.
- 5) Exterior lighting of the screening materials on a parking structure façade may be required by the Planning Board in order to provide additional visual interest in terms

of light and shadow and to further mask the interior lighting of the parking structure and headlight glare.

- 6) Parking stall and aisle size requirements are pursuant to the regulations found in the Jersey City Land Development Ordinance.
- 7) Off-street parking and loading areas shall be coordinated with the public street system serving the project area in order to avoid conflicts with through traffic or obstruction of pedestrian walks and thoroughfares.
- 8) Surface parking lots (where permitted) and all loading areas shall provide a screen planting of dense evergreens along any street line and along all property lines except those instances where a building intervenes or where the proposed planting may interfere with sight triangles. Within the parking area, a minimum of three percent (3%) of the parking area shall be landscaped and maintained with shrubs no higher than three (3) feet and trees with branches no lower than six (6) so that the landscaping is dispersed throughout the parking area.
- 9) The number and design of off-street loading spaces shall be demonstrated by an applicant according to an anticipated need. All freight loading activities are encouraged to be restricted to early morning and/or late evening hours. The design and number of off-street loading shall be regulated by the Jersey City Land Development Ordinance.
- 10) For through lots there shall be no more than two vehicular access points, one from each right-of-way. All other lots shall have no more than one vehicular access point.
- 11) All developments which propose valet parking shall submit a parking management plan. Such plan shall include but not be limited to: number of vehicles to be parked, number of rows of cars to be stacked, all parking stall and aisle widths and any other information deemed necessary to effectively evaluate the management plan. All parking management plans shall be subject to review and approval of the Division of Traffic Engineering, the Division of City Planning and the Planning Board. Valet parking schemes shall not be permitted to increase the total number of parked cars above the maximum number of permitted spaces.
- 12) Bicycle Parking Provisions: Bicycle parking shall be provided pursuant to the requirements found in the Jersey City Land Development Ordinance.
- 13) All non-enclosed parking areas, including surface parking, parking spaces, driveways, and any type of patio, shall be constructed using pervious paving materials. The following are acceptable materials:
  - a. Interlocking concrete blocks
  - b. Permeable Pavers
  - c. Open-celled pavers
  - d. Porous pavement, concrete or asphalt
  - e. Reinforced lawn
  - f. Other material deemed appropriate by the Jersey City Planning Board

- 14) Access easements shall be maintained as represented in Map 3, unless upon written approval for elimination of that portion(s) of the easement is submitted to City Planning by all property owners impacted on that block. Maintenance and upkeep of such easements shall be the responsibility of the respective property owner for each lot. The establishment of HOAs or Special Assessment Districts for each block is encouraged to facilitate the long-term maintenance of alley easements.
- 15) New curb cuts are prohibited on Grand Street, Johnston Avenue and Pacific Avenue.
- 16) New curb cuts are prohibited along public right of ways if a development site has access to an existing alley as represented in Map 3. Alley access shall be utilized for providing required off-street parking.
- 17) Off-street parking is not required provided that a development site only has street frontage on Grand Street, Johnston Avenue or Pacific Avenue and does not have access to an existing alley as represented in Map 3. This condition shall result in zero parking permitted on lots with no other access to alternative right-of-ways.
- 18) If a development site has street frontage on multiple streets, curb cuts shall be located on the lowest order street as determined by the Jersey City Planning Board.
- 19) Tandem parking spaces are acceptable for no more than 50% of required off-street parking spaces.

#### G) LANDSCAPE DESIGN

- 1) All open space, including yards, shall be landscaped with trees, shrubbery and other appropriate plant material unless said open space is specifically designated for other activities which require paving or other treatment. Material shall be planted, balled and burlapped and be heavy and of specimen quality as established by the American Association of Nurserymen. Other plant materials shall be heavy, and of specimen quality determined as above. All trees shall be a minimum of three and one half (3.5) inches in caliper. All plants, trees and shrubs shall be installed in accordance with planting schedules approved by the Planning Board during site plan review.
- 2) At least 50% of the portion of the lot not covered by the building footprint shall be landscaped with one of the following materials:
  - a. Green ground cover, including plantings. Plants shall be native, non-invasive and proven drought resistant in an urban environment.
  - b. Rain gardens/Bioswales
- 3) Any landscaping which is not resistant to the environment or dies within 2 years of planting shall be replaced by the developer.
- 4) Street trees shall be planted along curb lines of streets in a regular pattern, spaced at one-half the mature spread of the tree canopy (not more than 25 feet) to further enhance the aesthetic quality of the redevelopment area. All trees shall be a minimum of three and one half (3.5) inches in caliper. All street trees shall be in

accordance with the design standards in Chapter 345-66.B of the Jersey City Municipal Code. In the event a street tree is removed for construction, required repair/replacement, or for any other purpose, restoration of a street tree is required in accordance with the design standards in Chapter 345-66.B of the Municipal Code.

- 5) All landscaping bordering on a public right-of-way shall be fully enclosed by curb or seating wall constructed of a masonry or metal material with a minimum of 6 inches in height. Landscaping shall be elevated to match the height of the curb or seating wall.

#### H) LIGHTING

- 1) Lighting within the site shall sufficiently illuminate all areas, including those areas where buildings are setback or offset to prevent dark corners.
- 2) All lighting sources must be adequately shielded to avoid any off-site glare. The area of illumination shall have a uniform pattern of at least one-half (0.5) foot candles.

#### I) BUILDING MATERIALS REQUIREMENTS

- 1) Synthetic stucco materials such as EIFS are prohibited on any facade along a public right-of-way. Any stucco material used must be fine grained with a smooth stipple finish to reflect a more stone like appearance and qualities of light reflection.
- 2) Split face concrete block or other concrete masonry units may only be used as an accent material, not to exceed 15% of any facade.
- 3) Front cantilevered balconies may project no more than 12 inches from the façade.
- 4) Use of chain link fencing, razor wire, barbed wire, or other similar security devices is expressly prohibited. Chain linked fencing may be temporality utilized during construction only.
- 5) Security Gates: All front security gates shall be completely composed of the open mesh type, except for two feet at the bottom of the gate which may be solid. Storage boxes for all security gates shall be mounted on the interior of the building. Gate tracks shall be recessed into the glazing reveal and the gate housing shall be flush with the plane of the storefront. No storage box, tracks or mechanical devices related to the gates may project from the plane of the storefront.

#### J) SIGNAGE

- 1) Signage Approval Process
  - (i) All signs are subject to site plan review when included as part of a major site plan application.
  - (ii) All temporary banner signs for marketing projects on site shall be considered as an interim use.
  - (iii) All new signage that complies with the redevelopment plan shall not require site plan approval.

- (iv) Minor Site Plan application with deviation must be submitted to the Planning Board for all non-conforming sign proposals.
  - (v) During construction, one (1) temporary sign indicating: the name of the project or development, general contractor, subcontractor, financing institution and public entity officials (where applicable) shall be permitted. The sign area shall not exceed forty (40) square feet.
- 2) Number and Size of Signage
- (i) The building address is required to be placed on either the main entry door, transom window, building, or awning flap at a maximum font height of 10 inches.
  - (ii) Sign requirements for ground floor uses:
    - a. Each use fronting on a public street may be permitted one (1) exterior sign per store front bay on each street frontage.
    - b. Maximum sign height shall be 32 inches or the height of the architectural sign band in the building's facade or transom window.
  - (iii) Sign requirements for all other uses:
    - a. Each use fronting on a public street may be permitted one (1) exterior sign per entryway per street frontage. Buildings with multiple uses shall have no more than one (1) sign per use.
    - b. The total exterior sign area shall not exceed the equivalent of 5 percent of the first story portion of the wall to which it is attached. In no case shall a sign on any structure exceed 20 square feet.
- 3) Sign Design Requirements
- (i) Window signs, lettering or logos shall cover no more than twenty (20%) of the window area.
- 4) Parking Garage Signage
- (i) One (1) sign shall be provided per entrance to garages indicating the parking facility by the international parking symbol and direction arrow. The sign area shall not exceed twenty (20) square feet. If applicable, one (1) sign per entrance may be allowed indicating parking rates, not to exceed eight (8) square feet.
  - (ii) Portable signs are not permitted for parking garages.
- 5) Prohibited Signs
- (i) Billboards.
  - (ii) Portable advertising signs not associated with use within 10 feet are strictly prohibited.

## **VI) GENERAL PROVISIONS**

- A) The regulations and controls in this Section will be implemented where applicable by appropriate covenants, or other provisions, or agreements for land disposition and conveyance executed pursuant thereto.
- B) The developer shall begin and complete the development of the land and the construction of improvements agreed upon in the disposition contract within a reasonable amount of time as determined in the said disposition contract between the Jersey City Redevelopment Agency and the designated redeveloper.

C) Upon demolition of existing structures, the site shall be graded and planted or sodded, with a durable dust free surface in the interim period prior to construction of new buildings.

D) The redeveloper shall agree to retain the interest acquired in the project land until the completion of the construction and development in the area required by this Plan and the disposition instruments, and the redeveloper shall further agree not to sell, lease, or otherwise transfer the interest acquired or any part thereof without prior written approval of the Jersey City Redevelopment Agency.

E) No covenant, lease, conveyance or other instrument shall be affected or executed by the Jersey City Redevelopment Agency or by a redeveloper or any of his successors or assignees, whereby land within the project area is restricted by the Jersey City Redevelopment Agency or the redeveloper upon the basis of race, creed, color or national origin in the sale, lease, use or occupancy thereof. Appropriate covenants, running with the land forever, will prohibit such restrictions and shall be included in the disposition instruments.

F) No building shall be constructed over an easement in the project area without prior written approval of the Jersey City Redevelopment Agency.

G) No building shall be constructed over public rights-of-way in the project area with the exception of freestanding structures ancillary to public plazas and/or pedestrian walkways, which shall be subject to review by the Planning Board.

H) All residential redevelopment proposals and construction plans shall meet or exceed applicable FHA and building code minimum room size requirements prior to approval by the Planning Board.

I) Any subdivision of lots and parcels of land within the Redevelopment Area shall be in accordance with the requirements of this plan and the Land Development Ordinance (LDO) of Jersey City. A maximum shape factor may be listed to regulate minimum lot size. Shape factor is defined as the perimeter of the lot squared, divided by the lot area.

$$\frac{\text{Perimeter}^2}{\text{Lot area}} = \text{Shape Factor}$$

- 1) Example of how to calculate a shape factor for a standard 25' by 100' rectangular lot:

$$\frac{(25+25+100+100)^2}{2,500} = 25$$

J) Prior to commencement of construction, site plans for the construction and/or rehabilitation of improvements to the Area shall be submitted by the developer to the Planning Board of the City of Jersey City for review and approval so that compliance of such



plans with the redevelopment objectives can be determined. Site plan review shall be conducted by the Planning Board pursuant to NJSA 40:55D-1 et. seq. Applications may be submitted for the entire project or in any number of phases.

K) All residential redevelopment proposals and construction plans shall meet minimum room size requirements as specified in the Jersey City Municipal Code prior to approval by the Redevelopment Agency and the Planning Board.

L) As part of any site plan approval, the Planning Board may require a developer to furnish performance guarantees pursuant to NJSA 40:55D-53 et seq. Such performance guarantees shall be in favor of the City in a form approved by the Jersey City Corporation Counsel. The amount of any such performance guarantees shall be determined by the City Engineer and shall be sufficient to assure completion of on and off site improvements within one (1) year of final site plan approval.

M) **DEVIATION REQUESTS**

The Planning Board may grant deviations from the regulations contained within this Redevelopment Plan, where, by reason of exceptional narrowness, shallowness or shape of a specific piece of property, or by reason of exceptional topographic conditions, pre-existing structures or physical features uniquely affecting a specific piece of property, the strict application of any area, yard, bulk or design objective or regulation adopted pursuant to this Redevelopment Plan, would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardship upon, the developer of such property. The Planning Board may also grant such relief in an application relating to a specific piece of property where the purposes of this Redevelopment Plan would be advanced by a deviation from the strict requirements of this Plan and the benefits of the deviation would outweigh any detriments. Deviations from the required retail use as per Section VII shall be considered a design waiver, cognizable by the Planning Board. No relief may be granted under the terms of this section unless such deviation or relief can be granted without substantial detriment to the public good and will not substantially impair the intent and purpose of the Redevelopment Plan.

No deviations may be granted which will result in permitting:

- 1) A use or principal structure in a district which does not permit such use or principal structure;
- 2) An expansion of a non-conforming use;
- 3) An increase in height of more than ten feet or 10% of the height in feet, whichever is less.
- 4) An increase in the parking ratio of more than 10% above the maximum permitted;
- 5) Right-of-way width, and pavement width beyond normal adjustments encountered during survey synchronization;
- 6) Non-completion of minimum open space, parks, or other type of phased improvements required to be implemented;
- 7) Deviation from the Impact Fees provisions set forth in this Plan; or
- 8) Non-compliance with the specific goals and objectives enumerated in the Plan.

Planning Board may grant deviations from the Required Land Use Regulations in section VII of this plan to further the goals and objectives of this plan.

Any deviation in the above categories or any other deviation that would otherwise constitute a "d" type variance or deviation constitutes a request for a legislative plan amendment cognizable only by the Governing Body. The Jersey City Zoning Board of Adjustment's powers are strictly limited to "a" and "b" appeals (N.J.S.A. 40:53D-70A&B).

N) Severability: If any word, phrase, clause, section or provision of this Plan shall be found by a court of competent jurisdiction to be invalid, illegal or unconstitutional, such word, phrase, clause, section or provision shall be deemed severable and the remainder of the ordinance shall remain in full force and effect.

O) Redevelopment shall provide adequate water, sewer and other necessary utilities to the site, to the satisfaction of the Municipal Engineer and the Municipal Utility Authority. All costs necessary for infrastructure improvements associated with a development project, off-site as well as on-site, are the responsibility of the developer or redeveloper.

P) Interim Use: Interim uses may be established, subject to agreement by the developers with the Planning Board, that such uses will not have an adverse effect upon existing or contemplated development during the interim use period. Interim uses must be approved by the Planning Board, which may establish an interim use period of between one (1) year and three (3) years in duration, subject to the Planning Board's discretion. Additional renewals of an interim use may be granted by the Planning Board, subject to the same interim period limitations specified above.

## **VII) GENERAL LAND USE PLAN**

### **A) Land Use Provisions and Building Requirements**

#### **1. Required Land Use Regulations for all lots**

a) GROUND FLOOR RETAIL REQUIREMENT: In buildings of four or more stories, ground floor retail and/or other permitted active storefront type uses, which activate the adjacent sidewalk, are required within 25 feet of the following street right-of-ways:

- 1) Grand Street
- 2) Pacific Avenue
- 3) Johnston Avenue.

b) AFFORDABLE HOUSING BONUS: The applicable density standard for a development site shall be waived if a developer meets the conditions of this bonus described herein. Developers will be required to fulfill certain performance standards, including but not limited to the obligation to provide

the community benefits of on-site affordable housing as described herein, for the successful implementation of the goals of the redevelopment plan. Subject to the terms and conditions of a redevelopment agreement with the Jersey City Redevelopment Agency (JCRA), fifteen percent (15%) of all bedrooms constructed shall be within units dedicated as affordable housing for a period of a minimum of 30 years from the issuance of the certificate of occupancy, in accordance with the Fair Housing Act, N.J.S.A. 52:27D-301, et seq., and pursuant to the terms of the redevelopment agreement which shall set forth the controls on affordable housing to be constructed as part of a redevelopment project. For the purposes of this bonus, density is not regulated by units per acre. Instead, a "building envelope" is defined, depending on the size and shape of the site as well as the bulk requirements outlined in this plan. Minimum room and unit sizes are regulated by building code. Studio units shall be counted as one bedroom for the purposes of this bonus.

- c) **RESILIENCY BONUS:** The developer may elect to increase the maximum permitted height for a lot by 20 feet, provided that any additional bulk resulting from this bonus shall not cover more than 65% of the building footprint as determined by the Planning Board, and provided that at least one of the following resiliency measures is satisfied:

1. **Option A: *Resiliency Space.*** Applicant shall provide a backup "resiliency gathering space," which shall be made publicly accessible in the case of an emergency. The space shall be supplied with generator power, and include provisions for warming stations, charging stations, emergency communications, potable water, emergency refrigerators for medical supplies, staging of rescue and recovery operations, etc. in the case of an emergency. The City of Jersey City shall reserve the right to publish the location of this space in emergency preparedness materials. The space shall be of at least 400 square feet, located on-site and above the projected 100-year flood level.

*The resiliency space shall not replace a formal evacuation center. When evacuation is ordered, residents should leave the property for the nearest designated evacuation center.*

2. **Option B: *Emergency Storage Space.*** Applicant shall provide a storage space for publicly-owned emergency response and flood resistance structures and equipment, including but not limited to deployable floodgates, retractable or mobile floodwalls, emergency generators, etc. as deemed necessary by the Jersey City Office of Emergency Management or other City agency. This space shall be made accessible

to City employees and contractors upon request and immediately in case of an emergency. The space shall be of at least 400 square feet, located on-site, but is not required to be located above ABFE.

Designs and provisions for the selected measure shall be included with the application. All relevant elements must be specifically indicated on site plans. These elements shall be maintained as specified above by the Property Owner and any future owners, and provisions for such maintenance included in a permanent deed restriction. This shall be enforced by the City Zoning Officer.

The specifics of the access, construction schedule, maintenance responsibilities, hours of public access, and duration of the resiliency measures shall be as set forth in the deed restriction. The measures described in this section shall be maintained as specified above by the Property Owner and any future owners in perpetuity.

All applicants employing this bonus shall maintain a registration with the Jersey City Floodplain Manager, or any successors, according to the following form. The contact person must reside on-site. Contact information shall be updated to reflect any changes and verified on a yearly basis.

Contact Name:

Address:

Phone Number:

Mobile Number:

Email:

Resiliency Measure Description:

The Planning Board shall determine at its discretion whether the requirements of the selected option have been satisfactorily met before granting this bonus.

- d) **STORMWATER REGULATIONS AND CONTROLS:** All new development of 5 or more units, regardless of lot size or area of disturbance, shall be considered a Major Development for the purposes of Jersey City's Stormwater Management Requirements (Jersey City Municipal Code §345-74), and shall be subject to all regulations included therein.

Recommended Stormwater Control Strategies:

Strategy:	Permitted (x) / Recommended (R):			
	Commercial Streets*	Mixed-use projects	Residential projects	Commercial projects
Bioswale/ Rain Garden	x	x	R	x
Enhanced Tree Pit	R	R	x	R
Permeable Sidewalk		x	R	x
Roof rainwater collection system	x	x	x	x
Cisterns	x			R

\*This includes Johnston Avenue, Pacific Avenue, and Grand Street.

The soil's water infiltration rate and the level of the water table at the site shall be determined by the applicant and provided to the Division of City Planning, with verification from a professional engineer that site conditions will allow the selected Stormwater Strategies to be effective as designed.

Any stormwater control facilities must be maintained and kept functional by the property owner and any future owners. This shall be enforced by the City Zoning Officer.

Where on-site conditions present an unusual hardship for stormwater capture, applicants may apply to construct offsite improvements (such as bumpouts, right-of-way bioswales, permeable streets, etc.) as approved by the relevant City agency within the Redevelopment Plan area to capture an equivalent volume of stormwater. It shall be the responsibility of the applicant to demonstrate that the volume of stormwater offset by such improvements is equivalent. Such applications shall be evaluated on a case-by-case basis by the Planning Board.

The Design Engineer, who shall be a professional engineer licensed by the State of New Jersey at the time of construction, shall provide the following certification as a condition of Site Plan Approval and within 30 days of completion of the connection to sewer. This certification shall also be required to receive a Certificate of Occupancy.

*I hereby certify that the proposed Site Plan complies with the Jersey City Stormwater Control Ordinance and Jersey City's Stormwater Management Requirements for Major Developments (Jersey City Municipal Code §345-74) and that stormwater control measures were inspected and tested under my supervision. Construction was witnessed as required in the specifications.*

*The project was constructed in substantial conformance with the approved plans and specifications. Any minor exceptions to the*

*approved plans and/or specifications are attached hereto with the approval of the permittee.*

e) FLOOD CONTROL REQUIREMENTS:

- 1) All construction materials installed below the 500-year flood elevation should be resistant to mold damage.
- 2) Backflow-prevention valves ("check valves") or other construction techniques (such as overhead sewers) to prevent sewer backup overflows are required for all new construction.
- 3) Mechanical, electrical, and plumbing services for all new construction must be located out of the ABFE, plus two (2) feet to account for future sea level rise. Necessary connections at ground level should be flood proofed. Electrical Service should be via a waterproof underground connection where feasible.
- 4) Where alleys exist, catch basins in the rear yard connecting to the municipal sewer system are required.

B) Permitted Principal Uses

- (a) Residential
- (b) Retail sales of goods and services
- (c) Financial Services
- (d) Restaurants Category 1 and 2
- (e) Cafes
- (f) Offices
- (g) Medical Offices
- (h) Artist Live/Work
- (i) Galleries
- (j) Artist Studio Workspaces
- (k) Theaters
- (l) Business Incubators
- (m) Health clubs/gyms
- (n) Public and private schools
- (o) Public utilities

- (p) Childcare centers
- (q) Adult day care centers

C) Accessory Uses Permitted:

- (a) Off street parking
- (b) Recreation areas as part of a residential development and/or for public and private schools
- (c) Fences and walls
- (d) Designed open space
- (e) Professional offices as a home occupation

D) Maximum Permitted Height:

- (a) Buildings with one to seven residential units -- 4 stories, 45 feet
- (b) Buildings with eight or more residential units -- 6 stories, 60 feet
- (c) Public and private schools -- 4 stories, 45 feet except that said building may have additional stories up to sixty feet in height over not more than 50% of the foundation area
- (d) Commercial uses without residential units -- 2 stories, 25 feet

E) Area, Yard and Bulk Standards:

- (a) On lots of 0 square feet to 3,499 square feet
  - (i) maximum building coverage: 70 percent
  - (ii) minimum lot depth: 100 feet
  - (iii) maximum density: 35 dwelling units per acre
  - (iv) minimum setbacks
    - front: Predominant
    - side: No requirement. Attached structures are not encouraged.
    - rear: 25 feet
  - (v) maximum shape factor: 28

(b) On lots of 3,500 square feet and greater

(i) maximum building coverage: 75 percent

(ii) minimum lot depth: 100 feet

(iii) minimum lot area: 3,500 square feet

(iv) maximum density: 75 dwelling units per acre

(v) minimum setbacks:

front: Predominant

side: No Requirement. Attached structures are not encouraged.

rear: 25 feet

(vi) maximum shape factor: 28

F) Minimum Parking Requirements for lots greater than 3,999 square or for structures with more than 4 dwelling units:

a) Residential uses shall provide a minimum of 0.5 off-street parking spaces per dwelling unit, exempting studio and one bedroom residential units in structures greater than 3 stories.

b) For non-residential uses greater than 5,000 square feet gross floor area: 1 space per 1,000 square feet.

G) Maximum Parking Requirements for all lot sizes:

a) Residential uses: maximum of 1 off-street parking space per dwelling unit.

b) Retail and all other uses: maximum of 1 off-street parking space per 1,000 square feet of commercial gross floor area.

H) Maximum Off street Loading – off street loading shall conform to Article VII. of the Zoning Ordinance of the City of Jersey City

H) Lafayette Village Zone

All parcels in this zone shall adhere to the development standards of the R-3 Multi-family Mid-Rise District of the Jersey City Land Development Ordinance Article V; 345-42.



### **VIII) OTHER PROVISIONS NECESSARY TO MEET STATE AND LOCAL REQUIREMENTS**

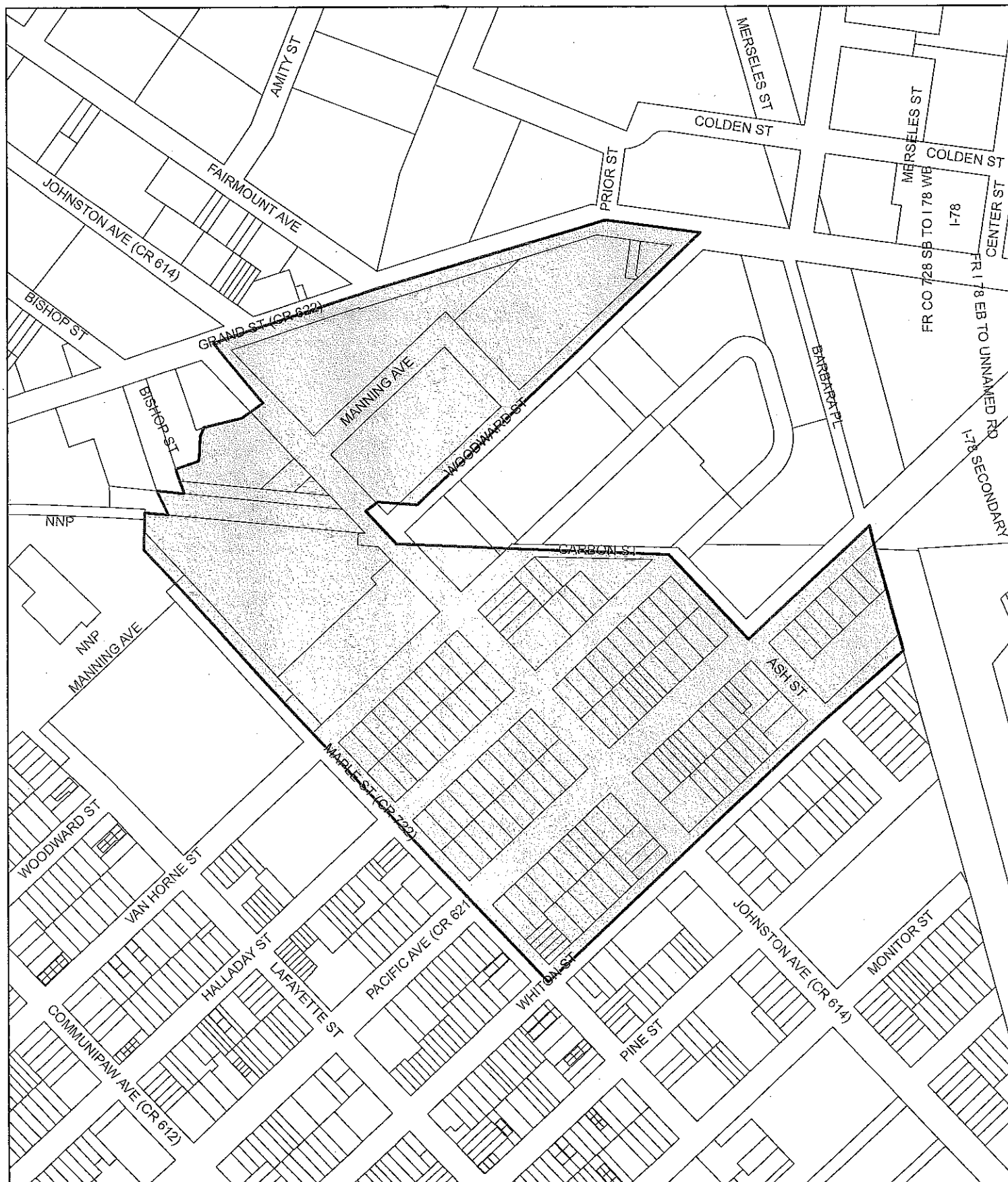
The Local Redevelopment and Housing Law, N.J.S.A 40A:12A-1 et seq. requires that a Redevelopment Plan shall include an outline for the planning, development, redevelopment, or rehabilitation of the project area sufficient to indicate:

- 1) This Redevelopment Plan achieves the stated objectives of the Jersey City Master Plan by locating high density development in close proximity to mass transit facilities with low parking ratios to reduce the traffic impact of future high density development. Other uses such as retail and office uses compatible with a mixed use transit oriented station area are permitted.
- 2) This Redevelopment Plan provides for a list of permitted principal uses, as well as accessory uses and prohibited uses in the redevelopment area. The plan also provides for density restriction through unit per acre standards as well as the use of lot sizes, maximum height limits, setback and stepback requirements, and various design controls.
- 3) The Plan is designed to encourage private property owners to develop and consolidate lots through private purchase agreements. Where development fails to occur or where deleterious conditions persist, condemnation may be utilized. If displacement occurs through condemnation, the City of Jersey City will provide relocation assistance to all displaced residents, and businesses, displaced by the redevelopment activity generated by this Plan, in accordance with all applicable state and federal regulations. Federal and State laws require that adequate measures be taken to assist homeowners and residential tenants in the process of relocation.
- 4) The Acquisition Map which is a part of this Plan depicts all property proposed to be acquired in accordance with the redevelopment plan as pursuant to N.J.S.A. 40A:12A-7(a)(4).
- 5) Jersey City is designated as a "Planning Area 1" in the State Plan and is at the center of the Hudson County "urban complex." The development envisioned by this plan is in conformity with the "State Planning Act" P.L. 1985, c. 398 (C.52:18A-196 et al) as well as the master plan of Hudson County and all contiguous municipalities.
- 6) No affordable units are identified to be removed as part of the implementation of this redevelopment plan.
- 7) No affordable units are identified to be removed as part of the implementation of this redevelopment plan.

### **IX) PROCEDURE FOR AMENDING THE APPROVED PLAN**

This Redevelopment Plan may be amended from time to time upon compliance with the requirements of law.

A fee of one thousand dollars (\$1000) plus all costs for copying and transcripts shall be payable to the City of Jersey City for any request to amend this plan. If the amendment request originates with the City's development offices, the fee and costs shall be waived.



# LAFAYETTE PARK REDEVELOPMENT PLAN MAP 1: BOUNDARY MAP

APRIL 15, 2016

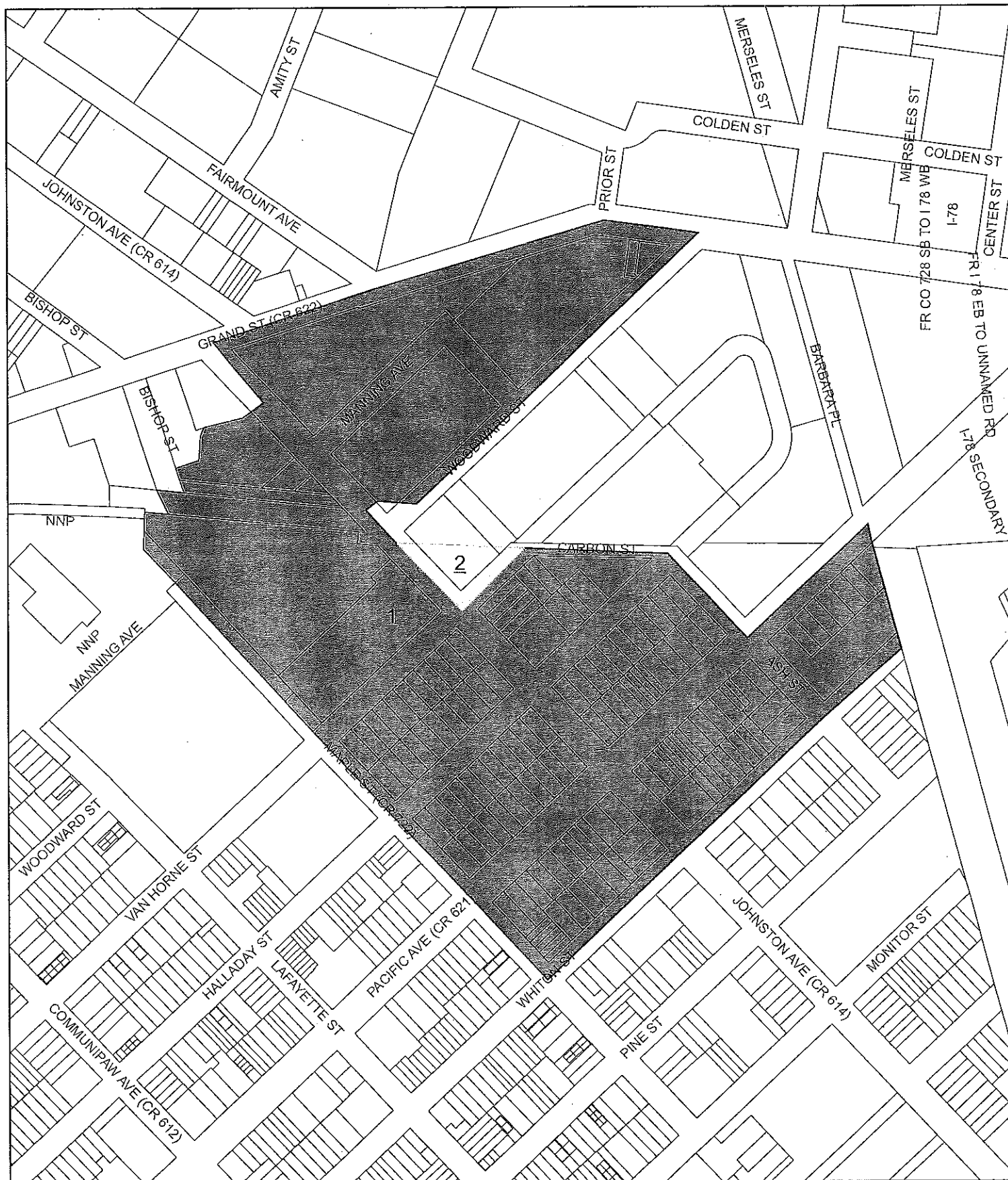
0 150 300 600 Feet 1 inch = 300 feet



## LEGEND

 Plan Area Boundary

  
Jersey City  
City Planning Division  
30 Montgomery Street Suite 1400  
Jersey City, NJ 07302-3821  
Phone: 201.547.5010  
Fax: 201.547.4323



# LAFAYETTE PARK REDEVELOPMENT PLAN MAP 2: LAND USE MAP

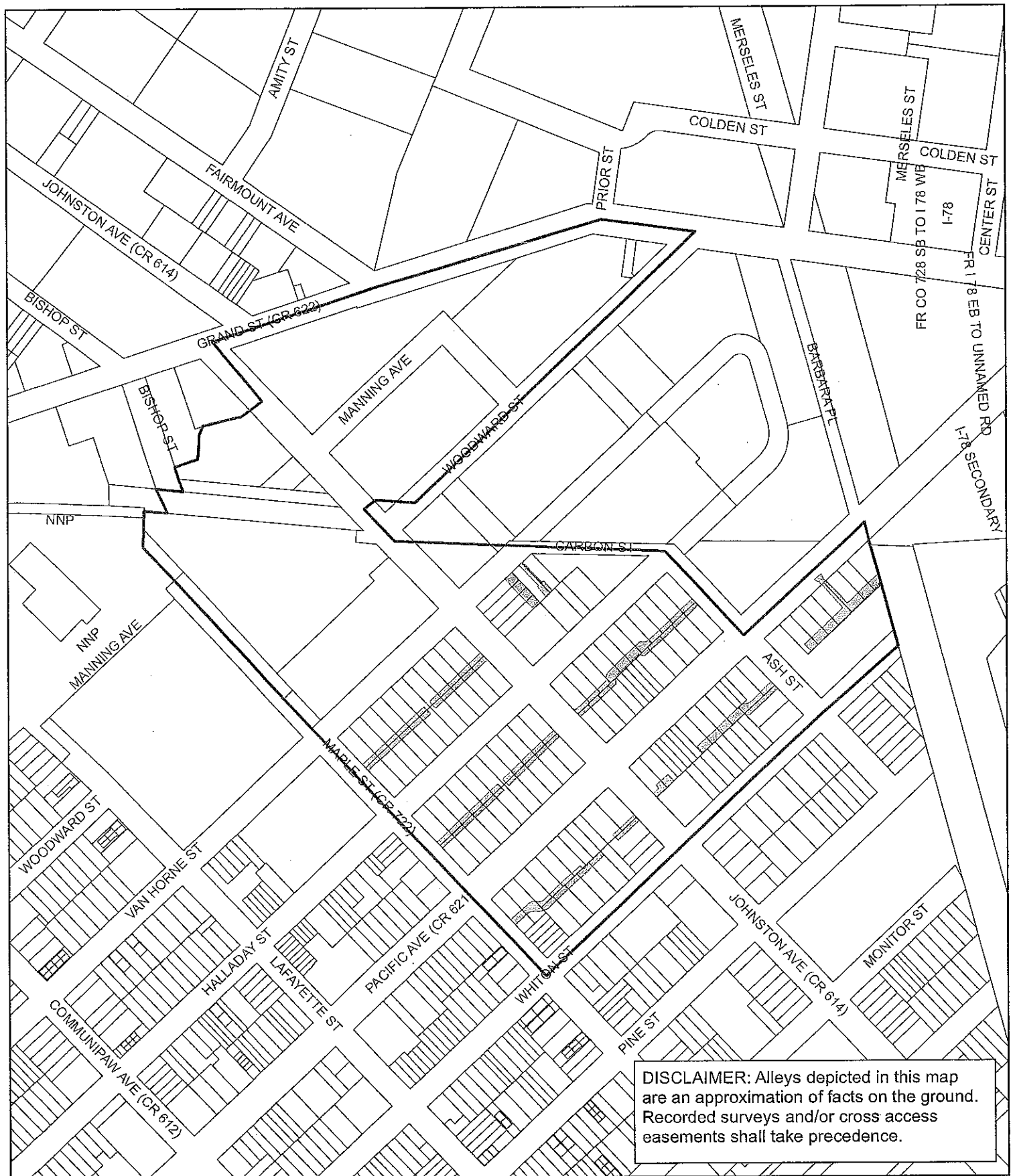
APRIL 15, 2016

0 150 300 600 Feet 1 inch = 300 feet

## LAND USE

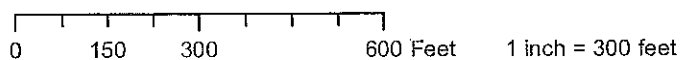
- 1 Lafayette Park Redevelopment Plan Zone
- 2 R-3 (Per Chapter 345-42 of the LDO)

Jersey City  
City Planning Division  
30 Montgomery Street Suite 1400  
Jersey City, NJ 07302-3821  
Phone: 201.547.5010  
Fax: 201.547.4323





# LAFAYETTE PARK REDEVELOPMENT PLAN MAP 3: ALLEY MAP

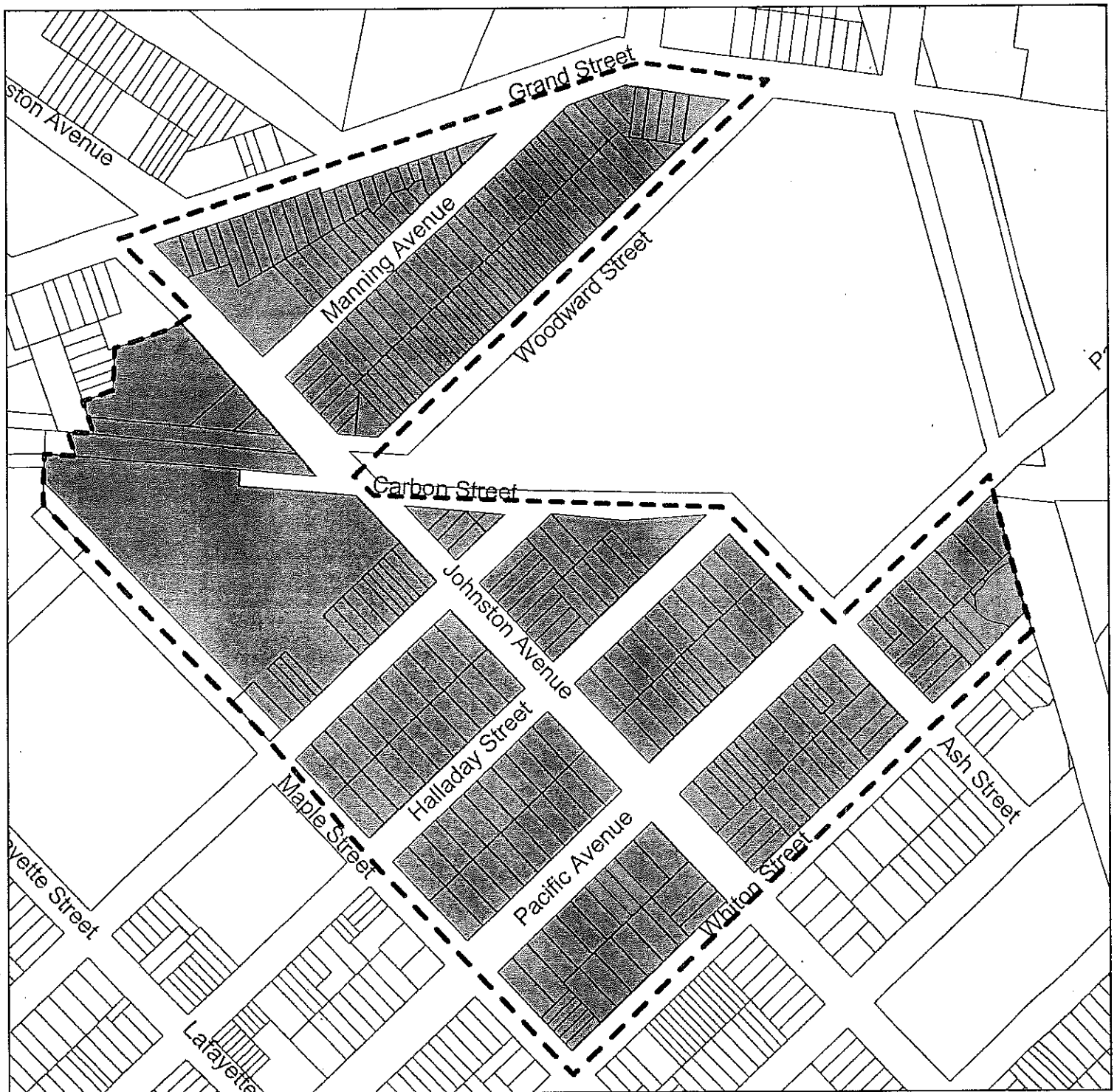
JULY 8, 2016



## LEGEND

-  Alleys (Access Easements)
-  Plan Area Boundary






# LAFAYETTE PARK REDEVELOPMENT PLAN MAP 4: ACQUISITION MAP

JULY 8, 2016

## LEGEND

 May be acquired

ADOPTED APRIL, 1979  
AMENDED JULY, 1987  
AMENDED SEPTEMBER, 1990  
AMENDED APRIL, 1996  
AMENDED APRIL, 2001  
AMENDED 2016

0 150 300 600 Feet 1 inch = 300 feet



  
Jersey City  
City Planning Division  
40 Montgomery Street Suite 1400  
Jersey City, NJ 07302-3821  
Phone: 201.347.5010  
Fax: 201.347.4323

City Clerk File No. Ord. 16.128

Agenda No. 3. K 1st Reading

Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 16.128

**TITLE:**

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE MONTGOMERY GATEWAY REDEVELOPMENT PLAN**

**WHEREAS**, the Municipal Council of the City of Jersey City, originally adopted the Montgomery Gateway Redevelopment Plan in August 1978; and

**WHEREAS**, amendments to the Montgomery Gateway Redevelopment Plan were last adopted in May 2015; and

**WHEREAS**, the Municipal Council seeks to amend the Residential - Rehabilitation District of the Plan to permit Townhouses and coordinate development standards with the Historic Zone District regulations; and

**WHEREAS**, a copy of the amended text is attached hereto and made a part hereof, and is available for public inspection at the Offices of the City Clerk, City Hall, 280 Grove Street, Jersey City, NJ; and

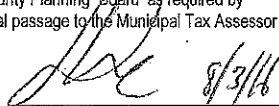
**WHEREAS**, the amendments to the Montgomery Gateway Redevelopment Plan has been reviewed by the Jersey City Planning Board at its meeting of July 19, 2016; and

**WHEREAS**, the Planning Board voted to recommend amendments of the Montgomery Gateway Redevelopment Plan by the Municipal Council; and

**NOW, THEREFORE, BE IT ORDAINED** by the Municipal Council of the City of Jersey City that amendments to the Montgomery Gateway Redevelopment be, and hereby are, adopted.

**BE IT FURTHER ORDAINED THAT:**

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be a part of the Jersey City Code as though codified and set forth fully herein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Council be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible repealers of existing provisions.
- E. The City Planning Division is hereby directed to give notice at least ten days prior to the hearing on the adoption of this Ordinance to the Hudson County Planning board and to all other persons entitled thereto pursuant to N.J.S. 40:55D-15 and N.J.S. 40:55D-63 (if required). Upon the adoption of this Ordinance after public hearing thereon, the City Clerk is hereby directed to publish notice of the passage thereof and to file a copy of the Ordinance as finally adopted with the Hudson County Planning Board as required by N.J.S. 40:55D-16. The clerk shall also forthwith transmit a copy of this Ordinance after final passage to the Municipal Tax Assessor as required by N.J.S. 40:49-2.1.

  
Maryann Buccicarter, PP, AICP, Director of City Planning

APPROVED AS TO LEGAL FORM

APPROVED: 

APPROVED: \_\_\_\_\_

Corporation Counsel

Business Administrator

Certification Required ☐

Not Required ☐

**ORDINANCE/RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution/ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution/ordinance.

**Full Title of Ordinance/Resolution****ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
ADOPTING AMENDMENTS TO THE MONTGOMERY GATEWAY REDEVELOPMENT  
PLAN****Initiator**

Department/Division	HEDC	City Planning
Name/Title	Maryann Bucci-Carter, PP, AICP	Director / maryannb@jcnj.org
	Matt Ward, PP, AICP	Senior Planner / MWard@jcnj.org
Phone/email	201-547-5010	

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Purpose**

This ordinance will adopt amendments to the Montgomery Gateway Redevelopment Plan which was originally adopted in 1978. At the time the objective of this plan was to rehabilitate existing buildings. The plan area has been substantially redeveloped and only a few vacant or underdeveloped lots remain. These amendments shall revise development regulations of the Residential - Rehabilitation District to permit Townhouses and coordinate development standards with the Historic Zone District regulations.

I certify that all the facts presented herein are accurate.

  
Signature of Division Director

  
Date

  
Signature of Department Director

  
Date

## **SUMMARY STATEMENT**

### **ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE MONTGOMERY GATEWAY REDEVELOPMENT PLAN**

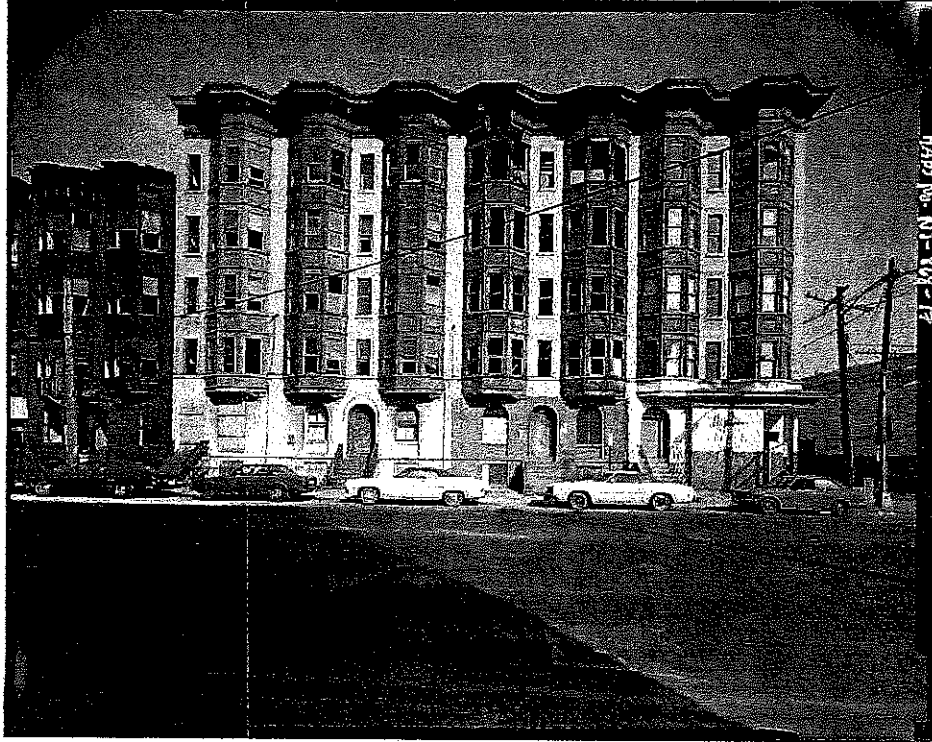
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## EXHIBIT PHOTOGRAPHS

Residential - Rehabilitation District  
Montgomery Gateway Redevelopment Plan

Then (Early 1980's from Library of Congress):



Now (July 2015 from Google Streetview):



# Montgomery Gateway Redevelopment Plan

Adopted: August 1978

Amended: July 1979

January 1980

June 1982

December 1982

December 1983

April 1986

March 1987

May 1998

May 11, 2011

September 9, 2011, Ord 11-091

Block & Lot Updates – May 24, 2012

Amended September 12, 2012 – Ord 12-112

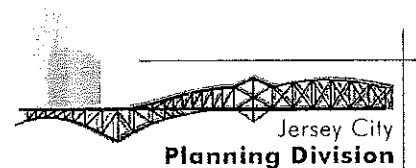
Amended February 13, 2013 – Ord. 13-009

Amended May 13, 2015 – Ord. 15-053

*As recommended by the Planning Board: July 19, 2016*

Text that is added to various plans is in bold, underlined and highlighted like this.

Text to be omitted by a is strikethrough ~~like this~~.



30 Montgomery Street Suite 1400  
Jersey City, NJ 07302-3821  
Phone: 201.547.5010  
Fax: 201.547.4323

## **I. DESCRIPTION OF PROJECT BOUNDARY DESCRIPTION**

**NO CHANGE**

## **II. REDEVELOPMENT PLAN GOALS AND OBJECTIVES**

**NO CHANGE**

## **III. TYPES OF PROPOSED REDEVELOPMENT ACTIONS**

**NO CHANGE**

## **IV. REHABILITATION OBJECTIVES**

**NO CHANGE**

## **V. BUILDING DESIGN OBJECTIVES FOR NEW CONSTRUCTION**

A. All structures within the project area shall be situated with proper consideration of their relationship to other buildings, both existing and proposed, in terms of light, air, and usable open space, access to public right-of-ways and off-street parking, height and bulk.

B. Groups of related buildings shall be designed to present a harmonious appearance in terms of architectural style and exterior materials.

C. Buildings should be designed so as to be attractive from all vantage points.

D. Access by the elderly, physically handicapped and/or disabled shall be encouraged. Design standards shall meet, at a minimum, federal and state regulations

**E. Development within the Historic District shall conform to the requirements of the Van Vorst Park Historic District as found in the Land Development Ordinance of the City of Jersey City.**

## **VI. SPECIFIC OBJECTIVES**

The following objectives shall apply to the entire study area. The proposals for each reuse parcel shall also conform, where appropriate, to the General Goals and Objectives discussed previously.

### **A. SUBMISSION OF REDEVELOPMENT PROPOSALS**

Prior to commencement of construction, architectural drawings, specifications, and site plans for the construction of improvements to the redevelopment area shall be submitted by the developers for review and approval by the Planning Board of the City of Jersey City.

All projects and developments within the Van Vorst Park Historic District shall be subject to the Historic Preservation Review Procedures as stipulated in the Jersey City Land Development Ordinance.

**NO CHANGE**

**VII. GENERAL PROVISIONS**

**NO CHANGE**

**VIII. GENERAL LAND USE PLAN**

A. Land Use Map: Proposed land uses shall be shown on "Land Use Map".

B. Land Use Provisions and Building Requirements

1. Residential - New Construction District

**NO CHANGE**

2. Residential - Rehabilitation District

a. Formula Business Restrictions: All commercial retail areas within each structure or within a single tax lot shall limit formula business establishments, as defined by the Land Development Ordinance, to a maximum of 30% of ground floor gross leasable commercial area. For the purposes of this area restriction, the formula business definition shall apply to the following uses, whether functioning as a principal or accessory use:

1. Retail sales of goods and services.
2. Restaurants, all categories.
3. Bars.
4. Financial service facilities and banks.

Grocery stores greater than 15,000 square feet may exceed 30% of gross leasable commercial area, but shall be the only formula business within such structure or lot.

b. Permitted Principal Uses

Multi-family rehabilitation, infill extension

Mixed use commercial/residential

Public Uses

Management offices for designated urban renewal developers

Community facilities for residential tenants of urban renewal development.

**Townhouses**

c. Accessory Uses Permitted

Off-street parking and loading  
Fences and walls  
Designed Open Space  
Utilities

d. Conditional Uses: None permitted

e. Regulations and Controls

Parcels designated residential shall be designed utilizing various materials to form a compatible overall design scheme.

Designed open space shall be developed as an integral part in the overall design scheme and be subject to approval by the Planning Board.

Utilities shall be defined as water, sewer, telephone, gas or electric service from a public or private utility company under the regulations of the New Jersey Public Utilities Commission.

Offices as a home occupation shall be defined as places for the transaction of business where reports are prepared, records kept, and services rendered, but where no retail sales are offered, and shall be limited to licensed doctors, lawyers, architects, engineers and planners, and limited to multi-family rehabilitation.

Each developer shall provide parking at a ratio of (.5) spaces per dwelling unit, **except in the case of properties located within a Historic District, where the corresponding Historic District regulations shall apply.**

Yard requirements shall not apply to existing rehabilitation structures.

Mixed use residential/commercial, shall limit commercial activities to the ground floor, and provide separate ingress and egress for the residential uses and shall be limited to multifamily rehabilitation.

Multi-family rehabilitation shall refer to those existing apartment structures which are to be renovated into modern sanitary housing.

Retail sales of goods and services shall be defined as grocery stores and pharmacies, where all sales are under roof, cleaning establishments such as dry cleaners and Laundromats with attendants but in no instance shall bars, service stations, or auto body shops be considered retail shops.

Infill extensions refers to new construction added to existing multi-family buildings to be rehabilitated on sites previously occupied by structures of similar type.

f. Maximum Height

Residential uses shall not exceed five (5) stories.

Mixed use Residential/Commercial and Multi-family rehabilitation and infill extension shall not exceed five (5) stories.

**In the case of properties located within a Historic District, the corresponding Historic District regulations shall apply.**

g. Area, Yard and Bulk

Yard requirements shall not apply to existing residential structures that are to be rehabilitated. However, the developer shall be responsible for providing front, side and rear yards where feasible. All rehabilitation proposals shall be subject to approval by both the Planning Board and the Board of Commissioners of the Jersey City Redevelopment Agency.

Public Uses:

Maximum Building coverage: 30%  
Minimum Lot Width: 100 feet  
Minimum Lot Depth: 100 feet  
Minimum Lot Area: 10,000 sq. ft.  
Minimum Yards: Front 25 feet  
Side 10 feet  
Rear 25 feet

**Townhouses:**

**Front Yard Setback: Must meet adjacent setback on either side.**  
**Minimum Rear Yard Setback: Thirty (30) feet.**  
**Side Yard Setbacks: None**  
**Maximum Building Coverage: Sixty percent (60%).**  
**Maximum Lot Coverage: Eighty percent (80%).**

h. Density

There shall be no maximum density except as regulated by the minimum acceptable F.H.A. and H.F.A. room size standards, **except in the case of properties located within a Historic District, where the corresponding**

**Historic District regulations shall apply.** Also all rehabilitation projects shall be subject to approval by the Planning Board.

i. Minimum Off-Street Parking

All residential uses shall be provided with a minimum of one-half (0.5) spaces per dwelling units, **except in the case of properties located within a Historic District, where the corresponding Historic District regulations shall apply.** Such spaces may be leased offsite.

Retail sales limited to the ground floor of multi-family rehabilitation shall be provided with a minimum of one (1) space per six hundred (600) square feet of gross floor area.

Public uses, excluding museums or related facilities, parks and playgrounds, shall be provided with a minimum of one (1) space per each six hundred (600) square feet of gross floor area, excluding the first 5,000 square feet of gross floor area, plus one space for each official car assigned to that use.

Existing structures to be rehabilitated under this plan are exempt from the parking requirements. However, if the existing number of dwelling units is increased as part of the rehabilitation, a minimum of 0.5 parking spaces per dwelling units shall be provided for those units in excess of the existing number of units such parking maybe leased off-site.

**NO OTHER CHANGES**

City Clerk File No. Ord. 16.129

Agenda No. 3.1 1st Reading

Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 16.129

**TITLE:**

**REFUNDING BOND ORDINANCE OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY, PROVIDING FOR THE REFUNDING OF ALL OR A PORTION OF THE CITY'S QUALIFIED WATER REFUNDING BONDS, SERIES 2007B, APPROPRIATING AN AMOUNT NOT EXCEEDING \$4,500,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$4,500,000 WATER REFUNDING BONDS OF THE CITY OF JERSEY CITY FOR FINANCING THE COST THEREOF**

WHEREAS, pursuant to the Local Bond Law (N.J.S.A. 40A:2-1 et seq.), the City of Jersey City, in the County of Hudson, New Jersey (the "City") has heretofore issued \$10,930,000 aggregate principal amount of its Qualified Water Refunding Bonds, Series 2007B, dated April 25, 2007 (the "Water Bonds"), providing for the refinancing of certain water improvements of the City; and

WHEREAS, the Municipal Council has determined that it is in the best interests of the City to refund all or a portion of the outstanding Water Bonds.

NOW, THEREFORE, THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring), DO ORDAIN AS FOLLOWS:

Section 1. The City is hereby authorized (A) to refund all or part of the Water Bonds (the "Bonds to Be Refunded"), and (B) to provide for the payment of the costs of issuing the refunding bonds (including printing, advertising, accounting, financial and legal services, and further including bond insurance premium (if any) and underwriting compensation).

Section 2. In order to finance the cost of the purpose described in Section 1 hereof, one or more series of negotiable water refunding bonds (the "Refunding Bonds") are hereby authorized to be issued from time to time in the principal amount not to exceed \$4,500,000 pursuant to the Local Bond Law.

Section 3. An aggregate amount not exceeding \$100,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-51(b) has been included in the aggregate principal amount of refunding bonds authorized herein.



Section 4. The purposes for which the Refunding Bonds are to be issued are (i) refunding the Bonds to Be Refunded and (ii) to provide for the payment of the costs of issuing the refunding bonds (including printing, advertising, accounting, financial and legal services, and further including bond insurance premium (if any) and underwriting compensation).

Section 5. Certain of the Bonds to Be Refunded may be called for redemption prior to maturity, as provided by subsequent resolution of the Municipal Council. If provided by subsequent resolution of the Municipal Council, all or a portion of the proceeds from the sale of the refunding bonds shall be deposited in a sinking fund in trust to provide for the payment and retirement of the Bonds to be Refunded. Any moneys in such sinking fund may be invested as provided in N.J.S.A. 40A:2-60, and any moneys in excess of the amounts required for such purpose may be used for any lawful purpose of the City.

Section 6. Further provisions as to the terms of sale, deposit, securing, regulation, investment, reinvestment, disposition or application of the proceeds of the refunding bonds, and any matters in connection therewith, shall be determined by resolution of the Municipal Council adopted prior to the issuance of the refunding bonds.

Section 7. All other matters relating to the refunding bonds shall be performed or determined by subsequent resolution of the Municipal Council, or the performance or determination thereof shall be delegated by resolution of the Municipal Council to a financial officer of the City.

Section 8. The full faith and credit of the City are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this refunding bond ordinance. The obligations shall be direct, unlimited obligations of the City, and the City shall be obligated to levy ad valorem taxes upon all the taxable real property within the City for the payment of the obligations and the interest thereon without limitation of rate or amount.

Section 9. A certified copy of this refunding bond ordinance as adopted on first reading has been filed with the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey prior to final adoption, together with a complete statement in the form prescribed by the Director and signed by the chief financial officer of the City as to the indebtedness to be financed by the issuance of the refunding bonds authorized herein.

Section 10. This refunding bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law, provided that, except for refunding bonds issued in accordance with N.J.S.A. 40A:2-51(c), this refunding bond ordinance shall not be effective as to any refunding bonds unless the consent of the Local Finance Board has been endorsed upon a certified copy of this refunding bond ordinance as finally adopted.

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED: *Donna Mauer, CTO*

APPROVED: \_\_\_\_\_  
Business Administrator

**ORDINANCE FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

REFUNDING BOND ORDINANCE OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY, PROVIDING FOR THE REFUNDING OF ALL OR A PORTION OF THE CITY'S QUALIFIED WATER REFUNDING BONDS, SERIES 2007B, APPROPRIATING AN AMOUNT NOT EXCEEDING \$4,500,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$4,500,000 WATER REFUNDING BONDS OF THE CITY OF JERSEY CITY FOR FINANCING THE COST THEREOF

**Initiator**

Department/Division	Administration	Management & Budget
Name/Title	Donna Mauer	Chief Financial Officer
Phone/email	201-547-5042	DonnaM@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Ordinance Purpose**

This ordinance authorizes the refunding of certain Water Bonds not to exceed \$4,500,000. This refunding has an estimated PV savings of \$241,131 and will not extend the life of the bond.

I certify that all the facts presented herein are accurate.

Donna Mauer  
Signature of Department Director

8/8/16  
Date

City Clerk File No. Ord. 16.130

Agenda No. 3.M 1st Reading

Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 16.130

**TITLE: AN ORDINANCE OF THE CITY OF JERSEY CITY, IN  
THE COUNTY OF HUDSON, NEW JERSEY, PROVIDING  
FOR A SPECIAL EMERGENCY APPROPRIATION OF  
\$5,000,000 FOR THE PREPARATION AND EXECUTION  
OF A COMPLETE PROGRAM OF REVALUATION OF  
REAL PROPERTY FOR THE USE OF THE LOCAL  
ASSESSOR OF THE CITY OF JERSEY CITY, IN THE  
COUNTY OF HUDSON, NEW JERSEY**

WHEREAS, N.J.S.A. 40A:4-53 provides that a municipality may adopt an ordinance providing for a special emergency appropriation for the preparation and execution of a complete program of revaluation of real property located in the municipality for the use of the local assessor; and

WHEREAS, the Municipal Council of the City of Jersey City, in the County of Hudson, New Jersey (the "City") has determined to authorize a special emergency appropriation to provide for the preparation and execution of a complete program of revaluation of real property for the use of the local assessor; and

WHEREAS, the estimated cost of the payment of the preparation and execution of a complete program of revaluation of real property located in the municipality for the use of local assessor is \$5,000,000; NOW THEREFORE

BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY, AS FOLLOWS:

Section 1. Pursuant to N.J.S.A. 40A:4-53, the sum of \$5,000,000 is hereby appropriated for the preparation and execution of a complete program of revaluation of real property for the use of the local assessor, and the same shall be deemed a special emergency appropriation as defined and provided for in N.J.S.A. 40A:4-55.

Section 2. The portion of the authorization financed shall be provided for in succeeding annual budgets by the inclusion of at least one fifth of the amount authorized by this ordinance and financed and as provided in N.J.S.A. 40A:4-55.

Section 3. A copy of this ordinance shall be filed with the Director of the Division of Local Government Services.

Section 4. This ordinance shall take effect upon final passage and publication as required by law.

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Corporation Counsel

APPROVED: Donna Mauer, CFO

APPROVED: \_\_\_\_\_

Business Administrator

Certification Required ☐

Not Required ☐

**ORDINANCE FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

AN ORDINANCE OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY, PROVIDING FOR A SPECIAL EMERGENCY APPROPRIATION OF \$5,000,000 FOR THE PREPARATION AND EXECUTION OF A COMPLETE PROGRAM OF REVALUATION OF REAL PROPERTY FOR THE USE OF THE LOCAL ASSESSOR OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY

**Initiator**

Department/Division	Administration	Management & Budget
Name/Title	Donna Mauer	Chief Financial Officer
Phone/email	201-547-5042	DonnaM@cnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Ordinance Purpose**

This Ordinance will allow for the issuance of Special Emergency Notes to pay for the revaluation of real property as ordered by the State of New Jersey. This ordinance is necessary to have the funding in place so a contract may be awarded to the selected vendor within the time frame submitted to the State.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

8/8/16  
Date

City Clerk File No. Ord. 16.131

Agenda No. 3.N 1st Reading

Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 16.131

**TITLE:**

**REFUNDING BOND ORDINANCE OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY, PROVIDING FOR THE REFUNDING (ON A CROSSOVER BASIS) OF ALL OR A PORTION OF THE CITY'S, GENERAL IMPROVEMENT BONDS (RECOVERY ZONE ECONOMIC DEVELOPMENT BONDS-DIRECT PAYMENT), TAXABLE SERIES 2010C APPROPRIATING AN AMOUNT NOT EXCEEDING \$8,000,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$8,000,000 GENERAL IMPROVEMENT REFUNDING BONDS OF THE CITY OF JERSEY CITY FOR FINANCING THE COST THEREOF**

WHEREAS, pursuant to the Local Bond Law (N.J.S.A. 40A:2-1 et seq.), the City of Jersey City, in the County of Hudson, New Jersey (the "City") has heretofore issued \$6,420,000 aggregate principal amount of its General Improvement Bonds (Recovery Zone Economic Development Bonds-Direct Payment), Taxable Series 2010C the "Series 2010C Bonds"), providing for the refinancing of certain public improvements of the City; and

WHEREAS, the Municipal Council has determined that it is in the best interests of the City to refund (on a crossover basis) all or a portion of the outstanding Series 2010C Bonds.

NOW, THEREFORE, THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring), DO ORDAIN AS FOLLOWS:

Section 1. The City is hereby authorized (A) to refund (on a crossover basis) all or part of the Series 2010C Bonds (the "Bonds to Be Refunded"), (B) to establish an escrow with the proceeds of the Refunding Bonds (the "Escrow") in order to pay debt service on the Refunding Bonds to the date of redemption of the Bonds to Be Refunded (the "Crossover Date") and on such Crossover Date to redeem the Bonds to Be Refunded, and (C) to provide for the payment of the costs of issuing the refunding bonds (including printing, advertising, accounting, financial and legal services, and further including bond insurance premium (if any) and underwriting compensation).

Section 2. In order to finance the cost of the purpose described in Section 1 hereof, one or more series of negotiable general obligation refunding bonds (the "Refunding Bonds") are hereby authorized to be issued from time to time in the principal amount not to exceed \$8,000,000 pursuant to the Local Bond Law.

Section 3. An aggregate amount not exceeding \$150,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-51(b) has been included in the aggregate principal amount of refunding bonds authorized herein.

Section 4. The purposes for which the Refunding Bonds are to be issued are (i) refunding (on a crossover basis) the Bonds to Be Refunded, (ii) to fund the Escrow in order to pay debt service on the Refunding Bonds until the Crossover Date and on such Crossover Date to redeem the Bonds to Be Refunded, and (iii) to provide for the payment of the costs of issuing the refunding bonds (including printing, advertising, accounting, financial and legal services, and further including bond insurance premium (if any) and underwriting compensation).

Section 5. Certain of the Bonds to Be Refunded may be called for redemption prior to maturity, as provided by subsequent resolution of the Municipal Council. If provided by subsequent resolution of the Municipal Council, all or a portion of the proceeds from the sale of the refunding bonds shall be deposited in a sinking fund in trust to provide for the payment and retirement of the Bonds to be Refunded. Any moneys in such sinking fund may be invested as provided in N.J.S.A. 40A:2-60, and any moneys in excess of the amounts required for such purpose may be used for any lawful purpose of the City.

Section 6. Further provisions as to the terms of sale, deposit, securing, regulation, investment, reinvestment, disposition or application of the proceeds of the refunding bonds, and any matters in connection therewith, shall be determined by resolution of the Municipal Council adopted prior to the issuance of the refunding bonds.

Section 7. All other matters relating to the refunding bonds shall be performed or determined by subsequent resolution of the Municipal Council, or the performance or determination thereof shall be delegated by resolution of the Municipal Council to a financial officer of the City.

Section 8. The full faith and credit of the City are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this refunding bond ordinance. The obligations shall be direct, unlimited obligations of the City, and the City shall



be obligated to levy ad valorem taxes upon all the taxable real property within the City for the payment of the obligations and the interest thereon without limitation of rate or amount.

Section 9. A certified copy of this refunding bond ordinance as adopted on first reading has been filed with the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey prior to final adoption, together with a complete statement in the form prescribed by the Director and signed by the chief financial officer of the City as to the indebtedness to be financed by the issuance of the refunding bonds authorized herein.

Section 10. This refunding bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law, provided that, except for refunding bonds issued in accordance with N.J.S.A. 40A:2-51(c), this refunding bond ordinance shall not be effective as to any refunding bonds unless the consent of the Local Finance Board has been endorsed upon a certified copy of this refunding bond ordinance as finally adopted.

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Corporation Counsel

APPROVED: 

APPROVED: \_\_\_\_\_

Business Administrator

Certification Required ☐

Not Required ☐

City Clerk File No. Ord. 16.132  
Agenda No. 3.0 1st Reading  
Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 16.132

**TITLE:**

**REFUNDING BOND ORDINANCE OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY, PROVIDING FOR THE REFUNDING OF ALL OR A PORTION OF THE CITY'S QUALIFIED GENERAL IMPROVEMENT REFUNDING BONDS, SERIES 2007A, APPROPRIATING AN AMOUNT NOT EXCEEDING \$19,500,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$19,500,000 GENERAL IMPROVEMENT REFUNDING BONDS OF THE CITY OF JERSEY CITY FOR FINANCING THE COST THEREOF**

WHEREAS, pursuant to the Local Bond Law (N.J.S.A. 40A:2-1 et seq.), the City of Jersey City, in the County of Hudson, New Jersey (the "City") has heretofore issued \$27,680,000 aggregate principal amount of its Qualified General Improvement Refunding Bonds, Series 2007A, dated April 25, 2007 (the "General Improvement Bonds"), providing for the refinancing of certain public improvements of the City; and

WHEREAS, the Municipal Council has determined that it is in the best interests of the City to refund all or a portion of the outstanding General Improvement Bonds.

NOW, THEREFORE, THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring), DO ORDAIN AS FOLLOWS:

Section 1. The City is hereby authorized (A) to refund all or part of the General Improvement Bonds (the "Bonds to Be Refunded"), and (B) to provide for the payment of the costs of issuing the refunding bonds (including printing, advertising, accounting, financial and legal services, and further including bond insurance premium (if any) and underwriting compensation).

Section 2. In order to finance the cost of the purpose described in Section 1 hereof, one or more series of negotiable general obligation refunding bonds (the "Refunding Bonds") are hereby authorized to be issued from time to time in the principal amount not to exceed \$19,500,000 pursuant to the Local Bond Law.

Section 3. An aggregate amount not exceeding \$300,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-51(b) has been included in the aggregate principal amount of refunding bonds authorized herein.

Section 4. The purposes for which the Refunding Bonds are to be issued are (i) refunding the Bonds to Be Refunded and (ii) to provide for the payment of the costs of issuing the refunding bonds (including printing, advertising, accounting, financial and legal services, and further including bond insurance premium (if any) and underwriting compensation).

Section 5. Certain of the Bonds to Be Refunded may be called for redemption prior to maturity, as provided by subsequent resolution of the Municipal Council. If provided by subsequent resolution of the Municipal Council, all or a portion of the proceeds from the sale of the refunding bonds shall be deposited in a sinking fund in trust to provide for the payment and retirement of the Bonds to be Refunded. Any moneys in such sinking fund may be invested as provided in N.J.S.A. 40A:2-60, and any moneys in excess of the amounts required for such purpose may be used for any lawful purpose of the City.

Section 6. Further provisions as to the terms of sale, deposit, securing, regulation, investment, reinvestment, disposition or application of the proceeds of the refunding bonds, and any matters in connection therewith, shall be determined by resolution of the Municipal Council adopted prior to the issuance of the refunding bonds.

Section 7. All other matters relating to the refunding bonds shall be performed or determined by subsequent resolution of the Municipal Council, or the performance or determination thereof shall be delegated by resolution of the Municipal Council to a financial officer of the City.

Section 8. The full faith and credit of the City are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this refunding bond ordinance. The obligations shall be direct, unlimited obligations of the City, and the City shall be obligated to levy ad valorem taxes upon all the taxable real property within the City for the payment of the obligations and the interest thereon without limitation of rate or amount.

Section 9. A certified copy of this refunding bond ordinance as adopted on first reading has been filed with the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey prior to final adoption, together with a complete statement in the form prescribed by the Director and signed by the chief financial officer of the City as to the indebtedness to be financed by the issuance of the refunding bonds authorized herein.

Section 10. This refunding bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law, provided that, except for refunding bonds issued in accordance with N.J.S.A. 40A:2-51(c), this refunding bond

ordinance shall not be effective as to any refunding bonds unless the consent of the Local Finance Board has been endorsed upon a certified copy of this refunding bond ordinance as finally adopted.

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Corporation Counsel

APPROVED: *Donna Mauer* CF

APPROVED: \_\_\_\_\_

Business Administrator

Certification Required ☐

Not Required ☐

**ORDINANCE FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

REFUNDING BOND ORDINANCE OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY, PROVIDING FOR THE REFUNDING OF ALL OR A PORTION OF THE CITY'S QUALIFIED GENERAL IMPROVEMENT REFUNDING BONDS, SERIES 2007A, APPROPRIATING AN AMOUNT NOT EXCEEDING \$19,500,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$19,500,000 GENERAL IMPROVEMENT REFUNDING BONDS OF THE CITY OF JERSEY CITY FOR FINANCING THE COST THEREOF

**Initiator**

Department/Division	Administration	Management & Budget
Name/Title	Donna Mauer	Chief Financial Officer
Phone/email	201-547-5042	DonnaM@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Ordinance Purpose**

This ordinance authorizes the refunding of certain General Improvement Bonds not to exceed \$19,500,000. This refunding has an estimated PV savings of \$905,910 and will not extend the life of the bond.

I certify that all the facts presented herein are accurate.

Donna Mauer  
Signature of Department Director

8/8/16  
Date

City Clerk File No. Ord. 16.133

Agenda No. 3.P 1st Reading

Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 16.133

**TITLE: REFUNDING BOND ORDINANCE OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY, PROVIDING FOR THE REFUNDING (ON A CROSSOVER BASIS) OF ALL OR A PORTION OF THE CITY'S, GENERAL IMPROVEMENT BONDS (BUILD AMERICA BONDS-DIRECT PAYMENT), TAXABLE SERIES 2010B APPROPRIATING AN AMOUNT NOT EXCEEDING \$82,000,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$82,000,000 GENERAL IMPROVEMENT REFUNDING BONDS OF THE CITY OF JERSEY CITY FOR FINANCING THE COST THEREOF**

WHEREAS, pursuant to the Local Bond Law (N.J.S.A. 40A:2-1 et seq.), the City of Jersey City, in the County of Hudson, New Jersey (the "City") has heretofore issued \$84,495,000 General Improvement Bonds (Build America Bonds-Direct Payment), Taxable Series 2010B (the "Series 2010B Bonds"), providing for the refinancing of certain public improvements of the City; and

WHEREAS, the Municipal Council has determined that it is in the best interests of the City to refund (on a crossover basis) all or a portion of the outstanding Series 2010B Bonds.

NOW, THEREFORE, THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring), DO ORDAIN AS FOLLOWS:

Section 1. The City is hereby authorized (A) to refund (on a crossover basis) all or part of the Series 2010B Bonds (the "Bonds to Be Refunded"), (B) to establish an escrow with the proceeds of the Refunding Bonds (the "Escrow") in order to pay debt service on the Refunding Bonds to the date of redemption of the Bonds to Be Refunded (the "Crossover Date") and on such Crossover Date to redeem the Bonds to Be Refunded, and (C) to provide for the payment of the costs of issuing the refunding bonds (including printing, advertising, accounting, financial and legal services, and further including bond insurance premium (if any) and underwriting compensation).

Section 2. In order to finance the cost of the purpose described in Section 1 hereof, one or more series of negotiable general obligation refunding bonds (the "Refunding Bonds") are

hereby authorized to be issued from time to time in the principal amount not to exceed \$82,000,000 pursuant to the Local Bond Law.

Section 3. An aggregate amount not exceeding \$700,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-51(b) has been included in the aggregate principal amount of refunding bonds authorized herein.

Section 4. The purposes for which the Refunding Bonds are to be issued are (i) refunding (on a crossover basis) the Bonds to Be Refunded, (ii) to fund the Escrow in order to pay debt service on the Refunding Bonds until the Crossover Date and on such Crossover Date to redeem the Bonds to Be Refunded, and (iii) to provide for the payment of the costs of issuing the refunding bonds (including printing, advertising, accounting, financial and legal services, and further including bond insurance premium (if any) and underwriting compensation).

Section 5. Certain of the Bonds to Be Refunded may be called for redemption prior to maturity, as provided by subsequent resolution of the Municipal Council. If provided by subsequent resolution of the Municipal Council, all or a portion of the proceeds from the sale of the refunding bonds shall be deposited in a sinking fund in trust to provide for the payment and retirement of the Bonds to be Refunded. Any moneys in such sinking fund may be invested as provided in N.J.S.A. 40A:2-60, and any moneys in excess of the amounts required for such purpose may be used for any lawful purpose of the City.

Section 6. Further provisions as to the terms of sale, deposit, securing, regulation, investment, reinvestment, disposition or application of the proceeds of the refunding bonds, and any matters in connection therewith, shall be determined by resolution of the Municipal Council adopted prior to the issuance of the refunding bonds.

Section 7. All other matters relating to the refunding bonds shall be performed or determined by subsequent resolution of the Municipal Council, or the performance or determination thereof shall be delegated by resolution of the Municipal Council to a financial officer of the City.

Section 8. The full faith and credit of the City are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this refunding bond ordinance. The obligations shall be direct, unlimited obligations of the City, and the City shall be obligated to levy ad valorem taxes upon all the taxable real property within the City for the payment of the obligations and the interest thereon without limitation of rate or amount.

Section 9. A certified copy of this refunding bond ordinance as adopted on first reading has been filed with the Director of the Division of Local Government Services in the

Department of Community Affairs of the State of New Jersey prior to final adoption, together with a complete statement in the form prescribed by the Director and signed by the chief financial officer of the City as to the indebtedness to be financed by the issuance of the refunding bonds authorized herein.

Section 10. This refunding bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law, provided that, except for refunding bonds issued in accordance with N.J.S.A. 40A:2-51(c), this refunding bond ordinance shall not be effective as to any refunding bonds unless the consent of the Local Finance Board has been endorsed upon a certified copy of this refunding bond ordinance as finally adopted.

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED: *Ronnie Haver, CFO*

APPROVED: \_\_\_\_\_

Business Administrator



City Clerk File No. Ord. 16.134

Agenda No. 3.0 1st Reading

Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



## **ORDINANCE OF JERSEY CITY, N.J.**

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

**CITY ORDINANCE 16.134**

**TITLE:**

**ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO  
EXECUTE A MONTH-TO-MONTH LEASE EFFECTIVE OCTOBER 1,  
2016 WITH 3000 KENNEDY BLVD, LLC FOR THE USE OF 25 PARKING  
SPACES AT 3000 KENNEDY BOULEVARD, JERSEY CITY**

**THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:**

**WHEREAS**, the City of Jersey City ("City") requires a parking facility for employees who work at 1 Journal Square Plaza, Jersey City; and

**WHEREAS**, 3000 Kennedy Blvd, LLC ("Landlord") operates a parking facility at 3000 Kennedy Boulevard, Jersey City ("Facility"); and

**WHEREAS**, the Landlord agrees to lease to the City twenty-five (25) reserved parking spaces at the Facility to be used by City employees who work at 1 Journal Square Plaza; and

**WHEREAS**, the rent will be \$140.00 per parking space per month for a total monthly rent of \$3,500.00; and

**WHEREAS**, the City will have the right to increase or decrease the total number of spaces it leases during the lease term; and

**WHEREAS**, the lease will be a month-to-month tenancy effective October 1, 2016; and

**WHEREAS**, the City will have the right to terminate the Lease Agreement without cause by providing thirty (30) days' written notice to the Landlord; and

**WHEREAS**, funds in the amount of \$10,000.00 will be made available in Account No. 01-201-31-432-304; and

**WHEREAS**, the balance of the lease funds will be made available in the 2016 calendar and future year budgets.

**ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE  
A MONTH-TO-MONTH LEASE EFFECTIVE OCTOBER 1, 2016 WITH  
3000 KENNEDY BLVD, LLC FOR THE USE OF 25 PARKING SPACES AT  
3000 KENNEDY BOULEVARD, JERSEY CITY.**

**NOW, THEREFORE, BE IT ORDAINED** by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute the Lease Agreement attached hereto with 3000 Kennedy Blvd, LLC for twenty-five (25) reserved parking spaces at the parking facility located at 3000 Kennedy Boulevard, Jersey City;
2. The term of the Lease Agreement shall be effective as of October 1, 2016 and shall continue on month-to-month basis;
3. The City shall have the right to terminate the lease by providing thirty (30) days' written notice prior to the effective date of termination;
4. The monthly rents for twenty-five (25) reserved parking spaces shall be \$140.00 per space for a total monthly rent of \$3,500.00;
5. The City shall have the right to increase or decrease the total number of spaces as needed;
6. Funds in the amount of \$ 10,000.00 will be made available in Account No. 01-201-31-432-304 and the balance of the funds will be made available in the 2016 calendar and future year budgets.

I, \_\_\_\_\_, Donna Mauer, as Chief fiscal Officer, hereby certify that funds in the amount of \$10,000.00 are available for this expenditure in Account No. 01-201-31-432-304.

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Corporation Counsel

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Business Administrator

Certification Required ☐

Not Required ☐

**ORDINANCE/RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE A MONTH TO MONTH LEASE EFFECTIVE OCTOBER 1, 2016 WITH 3000 KENNEDY BLVD., LLC FOR THE USE OF 25 PARKING SPACES AT 3000 KENNEDY BOULEVARD, JERSEY CITY.**

**Initiator**

Department/Division	Administration	Real Estate
Name /Title	Ann Marie Miller	
Phone/E-Mail	(201) 547-5234	

Note initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Ordinance/Resolution Purpose**

To provide 25 parking spaces for city employees who are located at One Journal Square. The City will have the right to increase or decrease the number of parking spaces as needed and will have the right to terminate the Lease Agreement without cause by providing a thirty (30) day written notice to the Land lord.

I certify that all the facts presented herein are accurate.

  
\_\_\_\_\_  
Signature of Department Director

7/28/16  
\_\_\_\_\_  
Date

## LEASE AGREEMENT

This **AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 2016, between the **CITY OF JERSEY CITY**, a Municipal Corporation of the State of New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302 [City or Tenant] and **3000 KENNEDY BLVD, LLC** with offices at 3000 Kennedy Boulevard, Suite 313B, Jersey City, NJ 07306 [Landlord.]

Whereas, the City requires parking facilities for employees whose offices are at One Journal Square Plaza, Jersey City; and

Whereas, the Landlord operates a parking facility at 3000 Kennedy Boulevard, Jersey City, New Jersey 07306 ("Facility"); and

Whereas the Landlord agrees to rent to the City twenty-five (25) reserved parking spaces at the Facility on a twenty-four (24) hour basis, Monday thru Sunday; and

Whereas, the City and Landlord desire to enter into this lease agreement for the rental of parking spaces effective as of October 1, 2016 and continuing on a month-to-month basis; and

Whereas, the City shall have the right to increase or decrease the total number of parking spaces as needed; and

Now, therefore, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

### ARTICLE I

#### Premises

Landlord does hereby lease to the City and the City does hereby rent from the Landlord twenty-five (25) reserved parking spaces at the Landlord's parking garage located at 3000 Kennedy Boulevard.

## ARTICLE II

### Term

This lease agreement shall be effective as of October 1, 2016 and continue on a month-to-month basis. The City shall have the right to terminate the lease without cause by providing thirty (30) days' written notice prior to the effective date of termination.

## ARTICLE III

### Use

Under the terms of this lease, the City shall have the right to use and occupy twenty-five (25) reserved parking spaces located at the Landlord's Facility. The City shall have the right to increase or decrease the number of parking spaces as needed.

## ARTICLE IV

### Payment of Rent

The City agrees to pay the Landlord as rent one hundred forty dollars (\$140.00) per parking space per month, payable on the first day of each month. Payments must be mailed to Landlord's office, 3000 John F. Kennedy Boulevard, Suite 313B, Jersey City, New Jersey 07306. In the event that the City exercises its right to decrease or increase the number of parking spaces, the monthly rent shall be reduced or increased accordingly.

## ARTICLE V

### Property Damage/ Loss

The City shall hold Landlord harmless for any lost, stolen, or damaged property that is not due to the recklessness or negligence of Landlord, its agents, employees, and/or officials. The City also agrees to assume any charges associated with the towing of any of the City's vehicles parked in the Facility.

## ARTICLE VI

### Termination

The City shall have the right to terminate the lease at any time without cause by giving the Landlord thirty (30) days' written notice prior to the effective date of termination.

## ARTICLE VII

### Validity of Lease

The terms, conditions, covenants, and provisions of this Lease shall be deemed to be severable. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity or any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.

## ARTICLE VIII

### Notices

All notices required under the terms of this Lease shall be given and shall be complete by mailing such notices by certified mail, return receipt requested, or by hand delivery to the addresses below:

City:

City of Jersey City  
Robert Kakoleski, Business Administrator  
City Hall  
280 Grove Street, Room 108  
Jersey City, New Jersey 07302

Licensor:

3000 Kennedy Blvd, LLC  
3000 John F. Kennedy Blvd., Suite 313B  
Jersey City, New Jersey 07306

ARTICLE IX

Entire Contract

This lease contains the entire agreement between the parties. No representative, agent, or employee of the Landlord has been authorized to make any representations or promise with reference to the within to vary, alter, or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof, shall be binding unless reduced to writing and signed by the Landlord and the City.

ARTICLE X

Insurance

The City agrees to supply Landlord with a certificate of insurance evidencing liability coverage naming Landlord as an additional insured. The City shall supply Landlord with the certificate of insurance prior to commencement of the lease, and such coverage shall remain in effect throughout the term of the lease.

IN WITNESS WHEREOF, the parties to this agreement have executed this Lease Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_ 2016.

ATTEST:

CITY OF JERSEY CITY

\_\_\_\_\_  
ROBERT BYRNE  
City Clerk

\_\_\_\_\_  
ROBERT KAKOLESKI  
Business Administrator

WITNESS:

3000 KENNEDY BLVD, LLC

\_\_\_\_\_  
By: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

City Clerk File No. Ord. 16.135  
Agenda No. 3 - R 1st Reading  
Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 16.135

TITLE: **ORDINANCE AUTHORIZING AN AMENDED SETTLEMENT AGREEMENT WITH COMMUNITY BUILDERS, INC., FOR A TERMINATION OF THE LEASE AND RELEASE OF THE CITY'S OPTION TO PURCHASE A PORTION OF PROPERTY LOCATED AT 654 BERGEN AVENUE**

**COUNCIL** offered and moved adoption of the following ordinance:

**WHEREAS**, New Hope Housing, Inc. (now, New Hope Urban Renewal Limited Partnership, hereinafter, New Hope) was the owner of 654 Bergen Avenue, Block 16703, Lot 5 f/k/a Block 1911, Lot C1 [Property], which contains 131 units of single room low income housing [Project]; and

**WHEREAS**, New Hope needed additional revenue to support its Project; and

**WHEREAS**, the City of Jersey City [City] had a need for community and recreation services to serve the public in the area; and

**WHEREAS**, by adoption of Ordinance 98-164, as amended by Ordinance 03-128, the City agreed to lease a portion of the Property consisting of approximately 35,000 square feet including commercial space and recreational space, including the swimming pool, gymnasium, locker rooms, community rooms and staff offices, as well as racquet ball/handball courts located in the sub-cellar and ground floors [Facilities]; and

**WHEREAS**, the lease dated August 31, 1999 was for a term of fifteen (15) years, with a one five (5) year option to renew with an option to buy the facilities at the expiration of the lease on December 31, 2015 for \$1.00; and

**WHEREAS**, the City was obligated to pay rent of \$92,880 per year, and a pro rate portion of the utility costs servicing the facilities; and

**WHEREAS**, in addition to paying the rent, the City was obligated to make certain capital improvements including repairs to the ceilings, balcony, pool and gym; and

**WHEREAS**, on August 6, 2010, the then Business Administrator terminated the lease effective June 30, 2010 for "reasons of economy and efficiency", thereby also terminating the City's right to exercise its option to purchase the Facilities at the end of the term; and

**WHEREAS**, New Hope, in order to mitigate damages, approved or assumed leases with the Police Activity League of Jersey City [PAL] and the Jersey City Child Development Center [JCCDC] for portions of the Facilities the City had surrendered; and

**WHEREAS**, New Hope notified the City that it was in default and that New Hope's projected loss of income from the default including rent, capital repairs and utilities was approximately \$1,011,663; and



ORDINANCE AUTHORIZING AN AMENDED SETTLEMENT AGREEMENT WITH COMMUNITY BUILDERS, INC., FOR A TERMINATION OF THE LEASE AND RELEASE OF THE CITY'S OPTION TO PURCHASE A PORTION OF PROPERTY LOCATED AT 654 BERGEN AVENUE

**WHEREAS**, New Hope proposed that the City pay \$475,983 in full settlement of damages arising from the default, including payment in full of future rent through the remainder of the term of the lease, and a reinstatement of the City option to purchase the Facilities for \$1.00, and a conversion of the property into a condominium to enable the parties to own their respective portions of the building; and

**WHEREAS**, after a more thorough evaluation of the costs, the City would need to remediate the space balanced against the value of the facility for public use, the City decided not to pursue ownership of the facility; and

**WHEREAS**, in exchange for the release of the City's rights to the facility, New Hope agreed to reduce the amount of the City's monetary obligations by granting a credit to the City for the amount of the utilities paid or \$112,572; and

**WHEREAS**, the City and New Hope now propose to amend the Settlement Agreement whereby the City will pay New Hope \$265,255 in exchange for a complete release of all of the City's interest in the facilities, including its option to purchase, and any legal obligations; and

**WHEREAS**, it is in the best interests of the City to fully and finally resolve this matter with New Hope; and

**WHEREAS**, sufficient funds in the amount of \$265,255 are available in Account No.: 01-201-31-432-304; and

**WHEREAS**, the City approves this settlement by ordinance because it concerns a real estate lease and an option which require an ordinance under the Local Lands and Buildings Law, N.J.S.A. 40A:12-1, et seq.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that:

1. The Business Administrator or the Corporation Counsel, as appropriate, is authorized to:
  - a) execute an Amended Settlement Agreement whereby the City will pay New Hope Urban Renewal Limited Partnership \$265,255 and release its interest in the option to purchase any property for a full release from New Hope; and
  - b) do any act or execute any other documents appropriate or necessary to implement the purposes of the within settlement.
2. The Amended Settlement Agreement shall be in substantially the form attached subject to such minor modification as the Business Administrator or the Corporation Counsel deems appropriate or necessary.

I, \_\_\_\_\_, (Donna Mauer) as Chief Financial Officer, hereby certify that funds in the amount of \$265,255.24 are available in Account No. 01-201-31-432-304.

JM  
7/28/16

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
Corporation Counsel

APPROVED: \_\_\_\_\_  
Business Administrator

Certification Required ☐  
Not Required ☐

## **FIRST AMENDMENT TO SETTLEMENT AGREEMENT**

This **First Amendment to the Settlement Agreement** is made as of the \_\_\_\_ day of June, 2016 (the "**Effective Date**") by and among:

**New Hope Urban Renewal Limited Partnership ("New Hope")**, a New Jersey limited partnership, successor-in-interest to New Hope Housing, Inc. having an office c/o The Community Builders, Inc., 95 Berkeley Street, Suite 500, Boston MA 02116;

**The City of Jersey City, New Jersey ("City")**, a public body organized and existing under the laws of the State of New Jersey, having an address of 280 Grove Street, Jersey City, NJ 07302; and

**The Community Builders, Inc. ("TCB")**, a Massachusetts nonprofit corporation, having an address of 95 Berkeley Street, Suite 500, Boston, MA 02116

### **RECITALS:**

New Hope is the owner of the property located at 654 Bergenview Avenue, Jersey City, New Jersey and identified on the tax map of City as Lot 5 in Block 16703 (formerly Lot C1 in Block 1911 and Lots C1, 10B, 12B, 8, 13, 14, 16, 18, 20 & 127 in Block 1911) ("**Property**");

The Property includes a building known as Bergenview ("**Project**") consisting of 131 units of rental housing and approximately 35,000 square feet of commercial space and recreational space (collectively the "**Commercial Space**");

The Commercial Space is leased to the City pursuant to a certain Lease Agreement dated August 31, 1999, as amended by First Amendment to Lease Agreement dated as of May 31, 2003 and the Settlement Agreement, as such term is defined below (as amended, the "**Lease**");

The City defaulted under the Lease and to mitigate its damages from such default, New Hope entered into new leases for certain portions of the Commercial Space with the Jersey City Police Activity League and the City Child Development Centers, Inc. (collectively, the "**New Leases**");

TCB, the City and New Hope entered into a Settlement Agreement, dated as of December 30, 2013 (the "**Settlement Agreement**") in order to, among other things, resolve the default by City under the Lease and amend the Lease to provide the opportunity for City to acquire title to the Commercial Space as provided in that certain Option and Sale Agreement between The Community Builders, Inc. (with New Hope being substituted for Optionor) and City dated as of May 31, 2003 (the "**Option Agreement**") and assign the New Leases to the City;

The parties now desire to enter into this First Amendment to Settlement Agreement in order to, among other things, terminate the Lease, terminate the Option Agreement, assign the New Leases to New Hope, resolve the default of the City under the Lease and mutually release each other from all claims.

**NOW THEREFORE**, in consideration of the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TCB, the City and New Hope agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals to this Settlement Agreement are incorporated by reference.
2. **Termination of Lease; Possession of Facilities.** City and New Hope agree that the Lease shall be and is hereby terminated as of the Effective Date, the City and New Hope are released of any further obligations to each other under the Lease as of the Effective Date and New Hope shall have the exclusive right to access the Commercial Space, subject to the rights of the tenants under the New Leases.
3. **Assignment of New Leases.** The City assigns its interest in and under the New Leases to New Hope, which will assume all of the City's obligations under such New Leases as of the Effective Date.
4. **Termination of Option Agreement.** City and New Hope agree that the Option Agreement shall be and is hereby terminated as of the Effective Date set forth above and the City and New Hope are released of any further obligations to each other under the Option Agreement as of the Effective Date.
5. **Settlement of Defaulted Obligations.** New Hope agrees to accept from City, and City agrees to pay to New Hope, (i) all rent received by City as landlord under the New Leases prior to the date set forth above, and (ii) the sum of \$265,255.24 in full settlement of all defaulted payment obligations of City under the Lease (the "**Settlement Sum**"). The Settlement Sum shall be paid by City within [ ] business days of the date of receipt by the City of an executed copy of this First Amendment to Settlement Agreement and a certified copy of the City's enabling ordinance pursuant to Section 11 of this Agreement. New Hope and the City agree that \$1,088.44 of the Settlement Sum represents the City's share of the legal fees incurred by New Hope for the preparation of condominium documents for the proposed sale of the Commercial Space to the City. The parties agree that the City has paid New Hope its required share of utility costs under the Lease in the amount of \$112,572.16 through December 15, 2015.
6. **Release by the City.** The following release shall be effective upon payment of the Settlement Sum. For other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the City hereby remises, releases and forever discharges TCB and New Hope, and the past and current partners, members, directors, officers, managers, employees, predecessors, affiliates, parent companies, successors and assigns of each, from all claims, demands, actions, causes of action, suits, controversies, agreements, promises, omissions, damages, and any and all other claims of any kind, nature and description whatsoever, both in LAW and EQUITY, known or unknown, which the City may have or ever had against such parties on account of the Lease, the New Leases, the Property, the Commercial Space and the Option Agreement, and/or on any other basis.
7. **Release by TCB.** The following release shall be effective upon the payment of the Settlement Sum. For other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, TCB hereby remises, releases and forever discharges the City and the past and current officers, managers, predecessors, affiliates, parent companies, successors and assigns of the City, from all

claims, demands, actions, causes of action, suits, controversies, agreements, promises, omissions, damages, and any and all other claims of any kind, nature and description whatsoever, both in LAW and EQUITY, known or unknown, which TCB may have or ever had against the City on account of the Lease, the New Leases, the Property, the Commercial Space and the Option Agreement, and/or on any other basis. TCB further agrees to release the City from all damages for remediation or any costs related to any obligation or liability to any persons arising out of the environmental contamination of the property and any clean-up activities conducted thereon.

8. **Release by New Hope.** The following release shall be effective upon the payment of the Settlement Sum. For other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, New Hope hereby remises, releases and forever discharges the City and the past and current officers, managers, predecessors, affiliates, parent companies, successors and assigns of the City, from all claims, demands, actions, causes of action, suits, controversies, agreements, promises, omissions, damages, and any and all other claims of any kind, nature and description whatsoever, both in LAW and EQUITY, known or unknown, which New Hope may have or ever had against the City on account of the Lease, the New Leases, the Property, the Commercial Space and the Option Agreement, and/or on any other basis. New Hope further agrees to release the City from all damages for remediation or any costs related to any obligation or liability to any persons arising out of the environmental contamination of the property and any clean-up activities conducted thereon.

9. **Complete Agreement.** This First Amendment to Settlement Agreement is the entire and only agreement among New Hope, City and TCB relating to the Commercial Space, the Property, the Lease, the New Leases, the Option Agreement and the settlement of the claims of New Hope and TCB related thereto.

10. **Counterparts and Signatures.** This First Amendment to Settlement Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall be deemed to be one and the same instrument. This First Amendment to Settlement Agreement may be signed by the respective parties on separate pages, and may be delivered on separate signature pages intended to be attached to the First Amendment to Agreement, and when the signatures of all parties are attached the Agreement will be deemed fully executed. Signatures may be delivered by facsimile or other electronic transmission. Any party delivering a signature by facsimile or other electronic transmission (i) agrees that any signature so delivered shall be deemed an original signature for all purposes, (ii) acknowledges awareness of the fact that other parties to this First Amendment to Agreement, and third parties who may examine this First Amendment to Settlement Agreement, including, without limitation, a court or arbitrator, will rely on such signature and (iii) hereby waives any defenses to the enforcement of the terms of this First Amendment to Agreement Settlement based the form or delivery of such signature.

11. **Approval by City Council.** This First Amendment to Settlement Agreement shall not become effective until the Jersey City Council formally approves the Agreement by adopting an ordinance.

IN WITNESS WHEREOF, the parties have caused this First Amendment to Settlement Agreement to be signed by their duly authorized representatives intending thereby to be legally bound as of the Effective Date and year first above written.

**NEW HOPE URBAN RENEWAL LIMITED PARTNERSHIP**

By TCB NHH Jersey, Inc., its general partner

By: *Susan McClann*  
Name: *Susan McClann*  
Title: *Authorized Agent*

**THE CITY OF JERSEY CITY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**THE COMMUNITY BUILDERS, INC.**

By: *[Signature]*  
Name: *Beverly J. Bates*  
Title: *Senior Vice President*

City Clerk File No. Ord. 16.136  
Agenda No. 3.5 1st Reading  
Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 16.136

**TITLE:**

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A DEVELOPER'S AGREEMENT AND THE TRANSFER OF 90 VIRGINIA AVENUE PURSUANT TO N.J.S.A. 40A:12-21(l) TO GARDEN STATE EPISCOPAL COMMUNITY DEVELOPMENT CORPORATION, A NONPROFIT HOUSING CORPORATION**

**THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:**

**WHEREAS**, the City of Jersey City (City) is the owner of 90 Virginia Avenue, a/k/a Block 21101, Lot 57 (Property); and

**WHEREAS**, the Property is land and garages that are not needed for a municipal purpose; and

**WHEREAS**, the Garden State Episcopal Community Development Corporation (GSECDC) is a duly incorporated nonprofit housing corporation of the State of New Jersey, organized for the purpose of constructing housing for low or moderate income persons or families; and

**WHEREAS**, GSECDC has submitted a proposal to construct on the Property five (5) two-family homes that will be affordable housing units for first time home buyers (Project); and

**WHEREAS**, GSECDC agrees to construct the Project in accordance with the Developer's Agreement attached hereto as Exhibit "A"; and

**WHEREAS**, GSECDC agrees to maintain the Project as affordable housing for a period of twenty (20) years; and

**WHEREAS**, GSECDC agrees to pay the City the sum of \$200,000.00 for the sale of the Property; and

**WHEREAS**, pursuant to N.J.S.A. 40A:12-21(l), it is in the best interests of the City to authorize the private sale of this Property to GSECDC on the above terms.

**NOW, THEREFORE, BE IT ORDAINED**, by the Municipal Council of the City of Jersey City that:

1. Subject to such modifications as deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the attached Developer's Agreement with GSECDC for the Project;
2. The sale of the Property to GSECDC for the sum of \$200,000.00 is authorized;
3. The Business Administrator or Mayor is authorized to execute a deed and such other documents as Corporation Counsel deems appropriate and necessary to effectuate the conveyance of the Property to GSECDC; and

4. The deed shall be in a form approved by Corporation Counsel and shall contain covenants requiring GSEDC to:
- (a) construct five (5) two-family affordable housing units for first time homebuyers with each home containing one rental unit for occupancy by and at rents that are affordable to families of low to moderate income as defined by the United States Department of Housing and Urban Development for a period of twenty (20) years;
  - (d) Prohibiting the use of the properties for any commercial, business, trade or manufacturing purposes; and
  - (e) Providing that a violation of these covenants will cause title to automatically revert to the City without and entry or reentry made thereon.

**NOTE:** All material is new; therefore, underlining has been omitted.  
For purposes of advertising only, new matter is indicated by **bold face** and repealed matter by *italic*.

RR  
8-8-16

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
Corporation Counsel

APPROVED: \_\_\_\_\_  
Business Administrator

Certification Required ☐

Not Required ☐

## RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

### Full Title of Ordinance/Resolution

AN ORDINANCE AUTHORIZING THE EXECUTION OF A DEVELOPER'S AGREEMENT AND THE TRANSFER OF 90 VIRGINIA AVENUE PURSUANT TO N.J.S.A. 40A:12-21(I) TO GARDEN STATE EPISCOPAL COMMUNITY DEVELOPMENT CORPORATION, A NONPROFIT HOUSING CORPORATION

### Project Manager

Department/Division	HEDC	Community Development
Name/Title	Carmen Gandulla	Director
Phone/email	547-5304	CGandulla@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

### Contract Purpose

The City is the owner of 90 Virginia Avenue (Property). The Property is land and garages that are not needed for a municipal purpose. The Garden State Episcopal Community Development Corporation (GSECDC) is a nonprofit housing corporation organized for the purpose of constructing housing for low or moderate income persons or families. GSECDC has submitted a proposal to construct on the Property five (5) two-family homes that will be affordable housing units for first time home buyers (Project). GSECDC agrees to maintain the Project as affordable housing for a period of twenty (20) years. GSECDC agrees to pay the City the sum of \$200,000.00 for the sale of the Property. The City can sell the Property to GSECDC at a private sale pursuant to N.J.S.A. 40A:12-21(I).

### Cost (Identify all sources and amounts)

City will be paid \$200,000 for sale of property

### Contract term (include all proposed renewals)

Twenty year affordable housing agreement

### Type of award

Not Applicable

If "Other Exception", enter type

### Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date



**DEVELOPMENT AGREEMENT**  
**[Property Conveyance]**

**THIS AGREEMENT**, entered into this \_\_\_\_\_, 2016 (Agreement) between the CITY OF JERSEY CITY, a public body corporate having its principal offices at 280 Grove Street, Jersey City, New Jersey 07302, [City] and Garden State Episcopal Community Development Corporation, a nonprofit corporation of the State of New Jersey with offices at 118 Summit Avenue, Jersey City, NJ 07304 [Developer].

**WITNESSETH:**

**WHEREAS**, the Developer is a non profit entity organized for the purpose of providing for the rehabilitation and operation of affordable low and moderate income housing within Jersey City and recognized as a non profit entity pursuant to Section 501(c)(3) of the IRC; and

**WHEREAS**, the City of Jersey City, the owner of the following properties:

Block 21101 Lot 57,

Street Address 90 Virginia Avenue

desires to convey title to the Developer to enable the immediate construction of 5 two family homes with a total of ten (10) units of affordable housing for first time home buyers [Property]; and

**WHEREAS**, pursuant to N.J.S.A. 40A:12-21 (1), the City of Jersey City may authorize the private sale of City property for the construction or rehabilitation of affordable housing, provided the property is occupied by families or persons of low or moderate income, at affordable sales prices and rents; and

**WHEREAS**, Developer has submitted a proposal to the City to rehabilitate Property in accordance with the terms of this Agreement (Project); and

**WHEREAS**, the City has reviewed the proposal and have determined that it is in the City's best interests to select the Developer as the designated Developer for the Project; and

**WHEREAS**, by \_\_\_\_\_ adopted on \_\_\_\_\_, the City approved the conveyance of the Property to the Developer and the execution of this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the parties hereto agree as follows:

**DEFINITIONS**

**Agreement:** This Agreement between the City and the Developer for the rehabilitation of the Property.

Applicable Law: Any and all federal, state and local laws, rules, regulations, statutes and ordinances applicable to the Property or Project.

Certificate of Completion: A certificate acknowledging that the Developer has performed all of its duties and obligations pursuant to this Agreement.

Certificate of Occupancy: Document, whether temporary or permanent, issued by the City authorizing occupancy of a building, in whole or in part, pursuant to N.J.S.A. 52:27D-133 and as defined in the New Jersey Administrative Code.

Construction Plans: All plans, drawings, specifications and related documents, including a construction progress schedule, in sufficient completeness and detail to obtain construction permits and to show that the Improvements to be constructed by Developer on the Property and the construction thereof will be in accordance with this Agreement.

Construction Timetable: That schedule appended hereto as Schedule C which designates the order and deadlines of acquisition, necessary approvals and development of the Project.

Days: Whenever the word "days" is used to denote time, it shall mean calendar days.

Deeds: Any deed of conveyance from the City to the Developer conveying any of the Property pursuant to this Agreement:

Effective Date: The date this Agreement is last executed by the City.

Events of Default: Defined in Section 8.01 herein. Fair Housing Act,

N.J.S.A. 52:27D-301 et seq

Final Site Plan: The plan submitted to and approved by the Planning Board for Final Site Plan Approval and Section 12.08 of this Agreement.

Financial Institution: A bank, savings bank, savings and loan association, mortgage lender or insurance company, pension fund, real estate investment trust, investment bank or similarly recognized reputable source of construction and permanent financing for the Project chartered under the laws of the United States of America, or any State thereof.

Force Majeure: Acts of God, fire, earthquake, explosion, the elements, war, riots, mob violence or civil disturbance, inability to procure or a general shortage of labor, equipment or facilities, energy, materials or supplies in the open market, failure of transportation, strikes, walkouts, actions of labor unions, court orders, laws, rules, regulations or orders of governmental or public agencies, bodies and authorities, or any other similar cause not within the control of the Developer.

Governmental Approvals: Any approvals, authorizations, permits, licenses and certificates needed from governmental authorities having jurisdiction, whether federal, state, county or local, to the extent necessary to implement the Project in accordance with this Agreement.

Impositions: All taxes, assessments (including, without limitation, all assessments for public improvements or benefits), water, sewer or other rents, rates and charges, license fees, permit fees, inspection fees and other authorization fees and charges, in each case, whether general or special, which are levied upon any portion of the Property conveyed to the Developer or on any of the improvements constructed thereon.

Improvements: More particularly described in Schedule B hereto and all other improvements constructed on or installed upon the Property in accordance with the approved Construction Plans, including all facilities and amenities, shown in such approved Construction Plans and the Final Site Plan approved by the Planning Board as being on the Project and used or to be used in connection with the buildings, including any parking or ancillary facilities. Improvements also comprise any and all facilities, amenities, on and off street parking, landscaping and fencing and enhancements required to be made to the Project and the streets abutting and surrounding the Project as shall be shown on the Final Site Plan approved by the Planning Board and required pursuant to this Agreement.

Insurance Requirements: All requirements set forth in the terms of any insurance policy(ies) covering or applicable to all or any part of the Project or applicable to any Improvements thereon, or with respect to any portion of the Project, all requirements of the issuer of any such policy, and all orders, rules, regulations and other requirements of the National Board of Fire Underwriters (or any other body exercising similar functions) applicable to or affecting all or any portion of the Project, the Improvements thereon or the use or condition thereof.

Low and Moderate: Eighty percent (80%) of median area income per U.S. Department of Housing and Urban Development income schedules published annually.

NJDEP: The New Jersey Department of Environmental Protection.

Permitted Exceptions: Defined in Section 9.02 herein.

Planning Board: The City of Jersey City Planning Board and any successor thereto exercising similar functions in accordance with the Municipal Land Use Law. N.J.S.A. 40:55D-1 et seq.

Property: Defined in the recitals of the Agreement and in Schedule A.

Project: Those certain parcels of property more particularly described on Schedule A, which include the City Parcel to be conveyed to Developer.

Survey: Defined in Section 2.05 herein.

Transfer: Any transaction by which a Transferee obtains an interest in the Project, or in this Agreement by means of methods which include, but are not limited to, conveyance, transfer, lease, encumbrance, acquisition or assignment through sale, merger, consolidation,

reorganization, foreclosure or otherwise, including the appointment of a trustee in bankruptcy or assignee for the benefit of creditors.

Transferee: Any party to whom an interest in the Project, or rights in or under this Agreement is conveyed, transferred, leased, encumbered, acquired or assigned, by sale, merger, consolidation, reorganization, assignment, foreclosure or otherwise, including a trustee in bankruptcy or assignee for the benefit of creditors.

## ARTICLE I SALE & CONVEYANCE OF PROPERTY

1.01. Consideration. For and in consideration of the Price (defined below in Section 1.02), to be paid and satisfied as stipulated herein, and also in consideration of the covenants and agreements herein contained and to be performed by the Developer be and upon satisfaction of the additional contingencies to close title enumerated under Article XI, hereof, the City agrees to convey to the Developer, subject to the terms and provisions of this Agreement, the Project as more particularly defined in Schedule A.

1.02 Price and Payment Terms. The purchase price to be paid by the Developer to the City for conveyance of the Property at the Closing shall be \$200,000.00.

1.03 Deed. Subject to the provisions of this Agreement, title to the Project shall be conveyed to the Developer at the Closing by a Quitclaim Deed (Deed) which shall contain a metes and bounds description provided in accordance with the provisions of Section 2.05 hereof. The Deed shall contain such restrictions, covenants and conditions are required by the Fair Housing Act and this Agreement and the condition of the title so conveyed will be in accordance with the requirements of this Agreement. Rider(s) shall be attached to the Deed enunciating the covenants and restrictions that this Agreement imposes upon the land and the Riders shall be recorded as part of and simultaneously with the recording of the Deed. Developer's signature will be required on the Deed and any Riders thereto in acknowledgment thereof.

1.04 Closing. The closing of title to the Project (Closing) shall take place in accordance with the timetable set forth in Schedule C, attached hereto, subject to the provisions of this Agreement. The Closing shall occur at a mutually agreeable time at the principal offices of the City identified in the recitals of this Agreement or at such other location as shall be mutually agreeable to the City and Developer.

1.05 Impositions. Unless otherwise set forth in this Agreement, Developer shall be responsible for any and all Impositions assessed against the Project, upon from and after the date of closing of title to the Project to Developer.

1.06 Provisions Not Merged with Deed. The City and the Developer acknowledge and agree that none of the provisions of the Agreement are intended to or shall be merged by reason of any Deed(s) transferring title to the Project or portions thereof from the City to the

Developer or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of the Agreement.

1.07 Recordation of Documents. Upon the Closing, Developer shall file this Agreement, the Deed(s) and any other related documents as determined by the City for recordation among the land records of the place in which the Project is situate. The Deed(s) shall be by its terms expressly subject and subordinate to the provisions of this Agreement. The Developer shall pay all costs of such recordation and shall supply evidence of such recordation to the City.

## **ARTICLE II**

### **DEVELOPER'S RESPONSIBILITIES**

2.01 Developer's Costs. The Developer shall be responsible for all costs incurred by the Developer in implementing the Project, and satisfying its obligations under this Agreement.

2.02 Acquisition Costs. The Developer further agrees to be fully responsible for and obligated to reimburse the City for all of the City's costs, if any, associated with the conveyance of the Property (Acquisition Costs). The Acquisition Costs shall include, without limitation, the following:

- (a) legal fees, survey costs, title search and premium fees, appraisal fees (including fees of appraisers arising from their participation in preparation of a fair market disposition appraisal and other expenses related to the acquisition of the City Parcel;

- (b) any costs incurred by the City as a result of compliance with any environmental laws or regulations;

- (c) costs of the City, if any, relating to any Developer financing of the Project;

and

- (d) any additional out-of-pocket third-party costs associated with the Project.

The Developer agrees to reimburse the City for all Acquisition Costs upon fourteen (14) days written notice from the City (complete with the presentation of itemized invoices, if any, and receipts therefore, if any) to the Developer given in accordance with the notice provisions of this Agreement. The City agrees that with respect to the Acquisition Costs referenced herein, in an effort to inform the Developer in advance of such costs the City shall provide to the Developer an estimated budget for contemplated Acquisition Costs and to the extent such costs may exceed the reported budget amounts, the City shall use its best and reasonable efforts to provide the Developer with advance written notification of any change in a reported budget item. As to the reimbursement obligation, the Developer further acknowledges and agrees that the obligation to reimburse the City for all Acquisition Costs shall apply to all such costs incurred, whether prior to or subsequent to the termination of this Agreement, provided that

with respect to such Acquisition Costs incurred after the termination of this Agreement, such costs are incurred in connection with actions undertaken by the City pursuant to this Agreement. The Developer's obligations pursuant to this Section 2.03 shall survive the termination of this Agreement.

2.04 Project Financing. Developer shall obtain and provide the City with written proof of financing and sufficient equity capital necessary to fund the balance of the Project budget as further required by Article IV hereof.

2.05 Survey. The Project or smaller parcels thereof shall be conveyed by a metes and bounds description derived from Project boundary and topographic surveys showing Project lines of any properties being conveyed to Developer, existing grades, easements and utilities in and of the Project to be conveyed and in and of the streets surrounding same. The survey(s) shall be ordered by the Developer and prepared at Developer's sole expense by a reputable land surveyor licensed in the State of New Jersey selected by the Developer (Survey). The Survey and the legal descriptions prepared there from shall be certified by the surveyor to the City and Developer and one reproducible and three copies of the Survey shall be delivered to each party hereto within thirty (30) days from the Effective Date of this Agreement.

2.06. Environmental Compliance and Remediation. The Developer agrees that with respect to the Project, the Developer shall conduct such soils analyses, site investigations and other environmental evaluations necessary to determine the condition of the buildings, soils and subsurface conditions and the presence of hazardous wastes or substances (Environmental Due Diligence). Pursuant to and to the extent of its rights under the Law, the City agrees to furnish the Developer, its agents or designees, with access to any portion of the Project, at any time and from time to time during the term of this Agreement for purposes of conducting Environmental Due Diligence should the need arise, provided the Developer furnished the City with reasonable written notice in advance of any such entry setting forth the Developer's intent to enter any portion of the Project and with satisfactory evidence of liability insurance as required pursuant to Section 2.15 herein, insuring the Developer, the City and the City against claims for bodily injury, death and property damage arising from or attributable to such entry. To the extent the Environmental Due Diligence discloses the existence of environmental conditions on the Project which require remediation or any governmental City with jurisdiction over the Project requires or recommends any mitigation or remediation as a condition to the sale or development of the Project, the Developer shall have thirty (30) days from the Effective Date of this Agreement to notify the City in writing of the Developer's intention to provide the required remediation or to terminate this Agreement.

2.07. Remediation of the Project. The Developer shall have the sole obligation of satisfying all legal requirements of any governmental entity having jurisdiction concerning remedial action on the Project and of complying with all regulations and standards regarding the remediation of the Project. Upon acquisition of the Project, Developer will perform the environmental cleanup, remediation and mitigation of the Project at the Developer's sole cost and expense, and will obtain all environmental approvals from the agencies with jurisdiction in accordance with all applicable environmental laws, and will enter into whatever agreements

are necessary to obtain such environmental approvals. The City and Developer understand and agree that the City shall be under no obligation to mitigate any environmental contamination on the Project, which shall be conveyed by the City strictly "AS IS."

2.08. Disposition of Liens The Developer, with the cooperation of the City, shall have the obligation to obtain a full release of any liens or residual liability or obligations, if any, against the Property.

2.09. Professional Services and Administrative Fee. With respect to any legal work required by the City in connection with this Agreement and the Project, Developer agrees that the City shall be entitled to appoint an attorney or attorneys to act as counsel to perform such work for the City and that Developer will reimburse the City in full for the reasonable fees and costs incurred by the City for all services rendered by the City's counsel which are necessary to or associated with the completion of the Project (Professional Services Fee). The Developer agrees to reimburse the City for these legal fees upon fourteen (14) days written notice from the City (complete with the presentation of itemized invoices) to the Developer given in accordance with the notice provisions of this Agreement.

2.10. Governmental Approval Process. The Developer has caused or will cause to be prepared such plans, drawings, documentation, presentations and applications (Governmental Applications) as may be necessary and appropriate for the purpose of obtaining any and all Governmental Approvals for the Improvements on the Project and the construction of the Project. All of the Governmental Applications shall be in conformity with the Law and this Agreement and any and all federal, state, county, and municipal statutes, laws, ordinances, rules and regulations applicable thereto. The receipt of the Governmental Approvals by the Developer shall be achieved in sufficient time and manner so as to enable the Developer to conform to the relevant provisions of this Agreement, including but not limited to the construction schedules incorporated herein and set forth in Schedule C. Unless otherwise extended as provided for in this Agreement, the Developer shall obtain all Governmental Approvals needed for construction of all Improvements on the Project, excluding building permits, within sixty (60) days after receiving approval of the City of the Preliminary Site Plan. The City may, in its sole and absolute discretion, extend the dates for performance by the Developer in the event the Developer is denied any of the Governmental Approvals required to commence construction of the Improvement, provided that the Developer has diligently pursued and prosecuted the Governmental Applications necessary to implement the Project.

2.11. Construction of the Project. The construction of the Project and the obtaining by the Developer of all necessary Governmental Approvals shall be commenced by the date and in the manner set forth in the attached Schedule C (Construction Timetable), and, except as otherwise provided in this Agreement, all Improvements shall be completed within twenty-four (24) months after the time stated for the start of construction, all as shown in the Construction Timetable. The preparation of all necessary plans and specifications and the timing for approval of the same shall be as more particularly set forth in Article XII herein.

2.12. Covenant to Build. Developer covenants, warrants, represents, and agrees to construct the Improvements on the Project together with all ancillary uses as indicated in and on the Governmental Approvals, the Preliminary Site Plan and the Construction Plans. All Improvements must be constructed in accordance with all restrictions and controls contained in the Law. All Improvements on the Project shall be installed by the Developer at its sole cost and expense as the various stages of construction of the Project require.

2.13. Report on Progress. The Developer shall make, in such detail and at such times as may be reasonably required by the City, a report in writing concerning the actual progress of the Developer with respect to such construction. The work and construction activities of the Developer shall be subject to inspection by the City.

2.14. Suspension of Construction. Subject to the Developer's rights as set forth in Section 16.02 herein, if the Developer shall abandon or suspend construction activities for a period of ninety (90) consecutive days during the aforementioned construction periods and the suspension or abandonment is not cured, ended or remedied within thirty (30) calendar days after written demand by the City to do so, then the City shall have the right to declare the Developer in default under this Agreement and to seek all remedies available to the City under this Agreement or at law or in equity.

2.15. Insurance. At all times during construction of the Project, and until the Project is available for its intended use and a Certificate of Completion is issued in accordance with the provisions of Section 2.17 herein, the Developer shall maintain or cause to be maintained at its own cost and expense, with responsible insurers, the following kinds and the following amounts of insurance with respect to the Project, with such variations as shall reasonably be required to conform to customary insurance practice:

(a) Builder's Risk Insurance for the benefit of Developer and the City, as their interests may appear, during the term of construction which will protect against loss or damage resulting from fire and lightning, the standard extended coverage perils, and vandalism and malicious mischief. The limits of liability will be equal to one hundred percent (100%) of the insurable value of the Project, including items of labor and materials connected therewith, whether in or adjacent to the structure insured, and materials in place or to be used as part of the permanent construction. Upon completion of construction, the Developer shall maintain hazard insurance on the Property. The insurance must cover loss or damage caused by fire and other hazards normally included under "extended coverage" insurance. It must also include such other hazard coverage as the City may reasonably require.

(b) Comprehensive General Liability Insurance (including coverage for any construction on or about each lot, plot, parcel or part of the Project) against claims for bodily injury, death or property damage occurring on, in or about the Project and the adjoining streets, sidewalks and passageways, in amounts not less than \$2,000,000.00 for each claim with respect to any bodily injury or death, 2,000,000.00 with respect to any one occurrence and \$2,000,000.00 with respect to all claims for property damage relating to any one occurrence;

(c) Worker's compensation insurance coverage in the amount of the full statutory liability of Developer;



(d) Such other insurance, in such amounts and against such risks, as is customarily maintained by Developer with respect to other similar properties owned or leased by it, including automobile insurance.

Prior to being given access to any portion of the Project in accordance with the provisions of Section 2.06 herein, or prior to the commencement of construction of the Project, whichever date is the first to occur, Developer shall submit to City proof of all applicable insurance. Thereafter, upon each anniversary date of this Agreement, Developer shall submit the proofs of insurance, for the succeeding year. The policies of insurance required to be maintained by Developer pursuant to this Section 2.15 shall name as the insured parties (except for worker's compensation insurance) Developer, the City, the City, as their respective interests may appear, and shall be satisfactory to the City.

2.16. Indemnification. The Developer agrees to indemnify and hold harmless the City against, and Developer shall pay any and all liability, loss, cost, damage, claims, judgments or expenses, of any and all kinds or nature and however arising, imposed by law, which the City may sustain, be subject to or be caused to incur by reason of any claim, suit or action based upon personal injury, death, or damage to property, whether real, personal or mixed, relating to the Developer's activities in constructing the Project or based upon or arising out of contracts entered into by the Developer which relate to construction of the Project, or arising solely because of the City's ownership of portions of the Project, or out of the acquisition, construction or installation of the Project, including but not limited to any and all claims by workmen, employees and agents of the Developer and unrelated third parties, which claims arise from the construction of the Project, the maintenance and functioning of the Project Improvements, or any other activities of Developer within the Project. It is mutually agreed by Developer and the City that neither the City, nor their directors, officers, agents, servants or employees shall be liable in any event for any action performed under this Agreement and that Developer shall save the City, their directors, officers, agents and employees harmless from any claim or suit in connection with the Developer's obligations under this Agreement, except for any claim or suit arising from the intentional, willful or unlawful acts of the City. The Developer, at its own cost and expense, shall defend any and all such claims, suits and actions, as described in this Section 2.16, which may be brought or asserted against the City or the City, their directors, officers, agents, servants or employees; but this provision shall not be deemed to relieve any insurance company which has issued a policy of insurance as may be provided for in this Agreement from its obligation to defend Developer, the City and any other insured named in such policy of insurance in connection with claims, suits or actions covered by such policy. Any cost for reasonable attorneys' fees in situations where it is necessary for the City to engage its own attorneys, experts' testimony costs and all costs to defend the City or any of its directors, officers, agents, servants, or employees shall be reimbursed to it by the Developer in connection with such indemnification claim.

2.17. Certificates of Occupancy and Certificate of Completion. Upon completion of the construction of the Project in accordance with the Governmental Approvals, the Developer shall obtain a Certificate of Occupancy for the Improvements constituting the Project. The Certificate of Occupancy, when issued, shall constitute evidence that the Developer has fully

performed its obligations to construct the Project. In addition, upon completion of the Project and for purposes of releasing the restrictions referenced in this Agreement, the City agrees to issue a Certificate of Completion, in proper form for recording, which shall acknowledge that the Developer has performed all of its duties and obligations under this Agreement and has completed construction of the Project in accordance with the requirements of this Agreement. The Certificate of Completion shall constitute a recordable conclusive determination of the satisfaction and termination of the agreements and covenants in this Agreement and in the Law with respect to the Developer's obligation to construct the Project within the dates for the commencement and completion of same. Upon issuance of a Certificate of Completion, the conditions determined to exist at the time the Project was determined to be in need of redevelopment shall be deemed to no longer exist, and the land and improvements constituting the Project and the Project shall no longer be subject to eminent domain. If the City shall fail or refuse to provide the Certificate of Completion within thirty (30) days after written request by the Developer, the City shall provide to the Developer a written statement setting forth in detail the respects in which it believes that the Developer has failed to complete the Project in accordance with the provisions of this Agreement or is otherwise in default under this Agreement and what reasonable measures or acts will be necessary in order for the Developer to be entitled to a Certificate of Completion.

### **ARTICLE III** **CITY RESPONSIBILITIES**

3.01. Title to the Project. The City shall convey good and marketable title to the Project, insurable at regular rates and without special premium by the title insurer, subject only to the Permitted Exceptions.

3.02. Developer's Loss of Rights. From and after that date upon which this Agreement may be terminated as to the Project, or any part or parcel thereof, pursuant to any applicable provision hereof, the City shall be under no obligation to convey to Developer and the Developer shall have no obligation to take title to the Project, or any such part or parcel thereof, and further the City may convey the Project to any third party.

3.03. Environmental Compliance. With respect to the Project, the City shall not be responsible for any environmental assessment or cleanup costs all of which shall be the responsibility of the Developer.

3.04. Access To Project. Prior to the conveyance of any portion of the Project by the City to the Developer, the City shall permit representatives of the Developer to have access to any part of the Project as to which the City holds title, at all reasonable times for the purpose of obtaining data and making various tests concerning the Project necessary to carry out the provisions of this Agreement. After the conveyance of the Project by the City to the Developer, the Developer shall permit the representatives of the City and the City access to the Project at all reasonable times which any of them deems necessary for the purposes of assuring or ascertaining compliance with the terms of this Agreement, including, but not limited to, inspection of all work being performed in connection with the construction of the

Improvements. No compensation shall be payable nor shall any charge be made in any form by the Developer or the City for the access provided for in this Section 3.04.

3.05. Cooperation. The City shall cooperate fully in the preparation and prosecution of any applications for Governmental Approvals required for the Project as well as in the processing of applications to Financial Institutions for financing for the Project.

#### ARTICLE IV PROJECT FINANCING

4.01. Financing and Equity Capital. The Developer estimates that the construction cost of the Project shall be approximately \$2,337,575. The Developer represents that it either has obtained or will use commercially reasonable efforts to obtain financing for the Project, which financing will be a combination of debt financing and an equity contribution of the Developer. This Agreement and any conveyances of Project hereunder are subject to the Developer securing the necessary interim construction and permanent mortgage financing sufficient to undertake the construction of the Project as detailed in the Preliminary Site Plan and the Construction Plans and in the sequences, phases and timetables described in the attached Schedule C. The Developer shall submit to the City evidence of firm commitments for mortgage financing, grant funds and any equity capital necessary to commence the construction of Improvements constituting the Project, not later than three (3) days prior to the date scheduled for the start of any construction of Improvements on the Project in accordance with this Agreement. The City agrees to accept a letter, in form and substance acceptable to the City, from one or more Financial Institution(s) which evidences a firm commitment by same to provide mortgage financing for the construction of the Improvements in such time and manner so as to enable Developer to adhere to the Construction Timetable.

4.02. Early Construction. This Agreement hereby provides that the Developer may begin the necessary site preparation, installation of structural pilings and other foundation and structural support systems before obtaining any final commitments for the financing needed to complete the construction of the Improvements, and providing evidence of same to City as otherwise required by this Agreement. Notwithstanding the preceding sentence, Developer shall submit to the City firm evidence of both equity financing and mortgage financing necessary to complete the construction of Improvements and Project all in accordance with the requirements of Section 4.01 above and the Agreement no later than ninety (90) days from the start of construction.

#### ARTICLE V MORTGAGE FINANCING AND RIGHTS OF MORTGAGEE

5.01. Notice to City. Prior to the completion of the Project, as certified by the City, neither the Developer nor any successor in interest to the Project or any part thereof shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Project, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attach to the Project, except for the purpose of obtaining

funds in connection with the Project. The Developer or its successor in interest shall notify the City in advance of any financing, secured by mortgage or other lien instrument, which it proposes to enter into with respect to the Project or any part thereof and, in any event, the Developer shall promptly notify the City of any encumbrance or lien that has been created on or attached to the Project, whether by voluntary act of the Developer or otherwise, upon obtaining knowledge or notice of same.

5.02 Completion of Project. Notwithstanding any of the provisions of this Agreement, including but not limited to those which are or are intended to be covenants running with the land, the holder of any mortgage authorized by this Agreement (including any such holder who obtains title to the Project or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (a) any other party who thereafter obtains title to the Project or such part from or through such holder or (b) any purchaser at foreclosure sale other than the holder of the mortgage itself) shall in no way be obligated by the provisions of this Agreement to construct or complete the Project or to guarantee such construction or completion; nor shall any covenant or any other provision in the Deed be construed to so obligate such holder. Except as otherwise provided in Section 5.04 herein, nothing in this Article or any other Article or provision of this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Project or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided or permitted under the Law and this Agreement.

5.03. Notice to Mortgagee. Whenever the City shall deliver any notice or demand to the Developer with respect to any breach or default by the Developer of its obligations or covenants under this Agreement, the City shall at the same time forward a copy of such notice or demand to each holder of any mortgage authorized by this Agreement at the last known address of such holder shown in the records of the City.

5.04. Mortgagee's Right to Cure Default and Assume Developer's Obligations. After any breach or default referred to in Section 5.03 above, each holder shall (insofar as the rights of the City are concerned) have the right, at its option, to cure or remedy such breach or default and to add the cost thereof to the mortgage, provided that, if the breach or default is with respect to construction of the Project, nothing contained in this Article or any other Article of this Agreement shall be deemed to permit or authorize such holder, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or completion of the Project (beyond the extent necessary to conserve or protect the holder's security, including the improvements or construction already begun) without first having expressly assumed the obligation to the City, by written agreement satisfactory to the City, to complete, in the manner provided in this Agreement, the Project or the part thereof to which the lien or title of such holder relates. Any such holder who shall properly complete the Project or applicable part thereof shall be entitled, upon written request made to the City, to receive the individual Certificates of Occupancy for the individual residential units or commercial structures, the overall Certificate of Occupancy for the entire Project and the Certificate of Completion as hereinabove set forth in Article 2.17 hereof.

5.05. City's Option To Pay Mortgage Debt or Purchase Project. In any case, where, subsequent to default or breach by the Developer (or any successor in interest) under the terms of this Agreement, the holder of any mortgage on the Project or part thereof (a) has, but does not exercise, the option to construct or complete the Project or part thereof, covered by its mortgage or to which such holder has obtained title, and such failure continues for a period of sixty (60) days after the holder has been notified or informed of the default or breach; or (b) undertakes construction or, completion of the Project but does not complete such construction within the period as agreed upon by the City and such holder (which period shall in any event be at least as long as the period prescribed for such construction or completion in the Agreement), and such default shall not have been cured within sixty (60) days after written demand by the City so to do, the City shall (and every mortgage instrument made prior to completion of the Project with respect to the Project by the Developer or successor in interest shall so provide) have the option of paying to the holder the amount of the mortgage debt and securing an assignment of the mortgage and the debt secured thereby, or, in the event ownership of the Project (or part thereof) has vested in such holder by way of foreclosure or action in lieu thereof, the City shall be entitled, at its option, to a conveyance to the City of the Project or part thereof (as the case may be) upon payment to such holder of an amount equal to the sum of: (i) the mortgage debt at the time of foreclosure or action in lieu thereof (less all appropriate credits, including those resulting from collection and application of rentals or condominium unit sales and other income received during foreclosure proceedings); (ii) all expenses with respect to the foreclosure; (iii) the net expense, if any (exclusive of general overhead), incurred by such holder in and as a direct result of the subsequent management of the Project; (iv) the costs of any Improvements made by such holder; and (v) an amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts become part of the mortgage debt and such debt had continued in existence.

5.06. City's Option To Cure Mortgage Default. In the event of a default or breach prior to the completion of the Project by the Developer, or any successor in interest, in or of any of its obligations under, and, to the holder of, any mortgage or other instrument creating an encumbrance or lien upon the Project or part thereof, the City may at its option cure such default or breach, in which case the City shall be entitled, in addition to and without limitation upon any other rights or remedies to which it shall be entitled by the Agreement, operation of law, or otherwise, to reimbursement from the Developer or successor in interest of all costs and expenses incurred by the City in curing such default or breach and to a lien upon the Project (or the part thereof to which the mortgage, encumbrance, or lien relates) for such reimbursement, provided, that any such lien shall be subject always to the lien of (including any lien contemplated, because of advances yet to be made, by) any then existing mortgages on the Project authorized by the Agreement.

## ARTICLE VI COVENANTS AND RESTRICTIONS

6.01. Declaration of Covenants and Restrictions. The Developer agrees for itself, its successors and assigns that the Deed(s) from the City to the Developer shall contain the

covenants set forth in Section 5.02 and Article VI of this Agreement, to be observed by the Developer, its successors and assigns.

6.02. Description of Covenants. The covenants to be imposed upon the Developer, its successors and assigns, and recorded in the Deed(s) shall set forth that the Developer and its successors and assigns shall:

(a) Devote the Project to the uses specified in the Law, specifically, occupancy by families or persons of low and moderate income, at rents affordable to such persons, within the meaning of the Fair Housing Act, as it may be amended, and shall not devote the Project to any other use(s) whatsoever;

(b) Not discriminate upon the basis of age, race, color, creed, religion, ancestry, national origin, sex or marital status in the sale, lease, rental, use or occupancy of the Project or any buildings or structures erected or to be erected thereon, or any part thereof; and

(c) In the sale, lease or occupancy of the Project, not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the Project or any building or structure erected or to be erected thereon is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sex or marital status, and the Developer, its successors and assigns shall comply with all State and local laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sex or marital status.

6.03. Effect and Term of Covenants. It is intended and agreed, and the Deeds shall so expressly provide, that the agreements and covenants set forth in Section 6.02 shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the City, its successors and assigns, and any successor in interest to the Project, or any part thereof, against the Developer, its successors and assigns and every successor in interest therein, and any party in possession or occupancy of the Project or any part thereof. It is further intended and agreed that the agreements and covenants set forth in Section 6.02(a) shall remain in effect for a minimum period of 20 years (at which time such agreements and covenants shall cease and terminate) and that the agreements and the covenants provided in Sections 6.02(b) and (c) shall remain in effect without limitation as to time; provided that such agreements and covenants shall be binding on the Developer, each successor in interest to the Project, the Project, or any part thereof, and each party in possession or occupancy, respectively, only for such period as Developer or such successor or party shall have title to, or an interest in, or possession or occupancy of the Project, the buildings and structures thereon or any part thereof.

6.04. Enforcement by the City. In amplification, and not in restriction of the provisions of this Article VI, it is intended and agreed that the City and its successors and assigns shall be deemed beneficiaries of the agreements and covenants set forth in Section 6.02 both for and

in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants shall run in favor of the City for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the City has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The City shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to cure any such breach of agreement or covenant, to which they or any other beneficiaries of such agreement or covenant may be entitled or to restrain violations of this Agreement, or recover damages, or to cause forfeiture of all rights and title to the Property and all interest therein without any entry or reentry made thereon, at the sole discretion of the City.

## **ARTICLE VII**

### **PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER**

7.01. Prohibition Against Speculative Development. of the community and the public aid that have been made available by law for the purpose of making such development possible, the Developer represents and agrees that its acquisition of the Project, and its other undertakings pursuant to this Agreement are, and will be used for the purpose of the redevelopment of the Project as provided herein and not for speculation in land holding.

7.02. Prohibition Against Transfers. The Developer further represents and agrees for itself, its successors and assigns, that except only by way of security for and only for the purpose of obtaining the financing necessary to enable the Developer or any successor in interest to acquire and construct the Project, or any part thereof, to perform its obligations with respect to completing the Project and any other purpose authorized by this Agreement, that the Developer has not made or created, and that it will not, prior to the completion of the Project as evidenced by the issuance of the Certificate of Completion referenced in Section 2.17 herein, make or create, or suffer to be made or created, any sale, conveyance or transfer in any other mode or form of the Project, or any building or structure thereon or any part thereof or any interest therein, without the prior written approval of the City, excepting the transfers identified in Section 7.03 hereof.

7.03. Permitted Transfers. The following transfers are exceptions to the prohibition set forth in Section 7.02 and shall not require prior approval by the City: (a) a public offering statement filing with and approval by the State Department of Community Affairs; (b) utility and other development easements; (c) conveyances and/or leases to the ultimate purchasers/tenants of the individual residential or commercial units within the Project; and (d) any contract or agreement with respect to any of the foregoing exceptions.

7.04. Restraints Against Transfers. The Deeds shall contain a restriction against transfers as set forth in Section 7.02 and, in addition, shall provide that in the event of any attempted transfer in violation of the restriction in Section 7.02, the City shall be entitled to the ex parte issuance of an injunction restraining such transfer, and the recovery of legal fees and related expenses of the City in connection with any such legal action. Upon the recording of the Deeds

in the Office of the Hudson County Register of Mortgages and Deeds, the provision affording such injunctive relief shall have the same force and effect as a Notice of Lis Pendens. The City acknowledges that upon the issuance of the Certificate of Completion as referenced in Section 2.17 herein, the prohibitions against transfers set forth in this Article VII shall be of no further force and effect with respect to the Project

7.05. Conditions of Transfer. Except as otherwise provided in this Agreement, and except with respect to transfers permitted under Section 7.03, the City shall be entitled to require, as conditions to any such approval of any Transfer provided for in Section 7.02 that:

- (a) Any proposed transferee shall have the qualifications and financial - responsibility, as reasonably determined by the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer; and
- (b) Any proposed transferee, by instrument in writing satisfactory to the City and in recordable form, shall, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations of the Developer under this Agreement and agreed to be subject to all the conditions and restrictions to which the Developer is subject; and
- (c) All instruments and other legal documents involved in effecting any transfer shall be submitted to the City for review and, if approved by the City, approval shall be indicated to the Developer in writing; and
- (d) Any transfer approved by the City shall release the Developer from any further obligation under this Agreement from and after the closing of the approved transfer, except as to any liability or obligation of the Developer incurred prior to such Transfer and except as otherwise provided in this Agreement or in the written approval by the City; and
- (e) The Developer and its transferees shall comply with any other reasonable conditions that the City may find necessary in order to achieve and safeguard the purposes of the Law.

## ARTICLE VIII DEFAULT

8.01. Events of Default. Prior to completion of the Project as certified by the City, each of the following shall constitute an event of default (Event of Default):

- (a) If default shall be in the payment of any portion of the Purchase Price or any other sum payable to the City hereunder, when as the same shall become due and payable, and such default shall have continued for a period of ten (10) days after notice specifying such default and demanding that same be remedied shall have been given to the Developer by or on behalf of the City; or



(b) If the Developer fails to take title to the Project at the times required by this Agreement; or

(c) Developer or its successor in interest shall default in or violate its obligations with respect to the construction of the Project in a material respect (including the dates for the beginning and completion thereof), or shall abandon or substantially suspend construction work (unless such suspension arises out of a Force Majeure or other sanctioned delay set forth in this Agreement), and any such default, violation, abandonment, or suspension shall not be cured, ended, or remedied within three (3) months (six (6) months if the default is with respect to the date for completion of the Improvements) after written demand by the City to do so or such longer period if incapable of cure within such three (3) or six (6) month period, provided that Developer has commenced and is diligently prosecuting such cure; or

(d) Developer or its successor in interest shall fail to pay any Impositions when due, or shall place thereon any encumbrance or lien unauthorized by this Agreement, or shall suffer any levy or attachment to be made, or any material men's or mechanics' lien, or any other unauthorized encumbrance or lien to attach and such Imposition shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the City made for such payment, removal, or discharge, within ninety (90) days after written demand by the City to do so; or

(e) There is, in violation of this Agreement, any transfer of the fee title to the Project or a portion thereof and such violation shall not be cured within thirty (30) days after written demand served upon Developer by the City, unless extended in writing; or

(f) If the Developer be dissolved, or shall file a voluntary petition in bankruptcy or for reorganization or for an arrangement pursuant to the Bankruptcy Act or any similar law, federal or state, now or hereafter in effect, or shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due, or shall suspend payment of its obligations, or shall take any action in furtherance of the foregoing, or if Developer shall consent to the appointment of a receiver, or an answer proposing the adjudication of Developer as a bankrupt or its reorganization pursuant to the Bankruptcy Act or any similar law, federal or state, now or hereafter in effect, shall be filed in and approved by a court of competent jurisdiction and the order approving the same shall not be vacated or set aside or stayed within sixty (60) days from entry thereof, or if the Developer shall consent to the filing of such petition or answer; or

(g) If the Developer shall default under or breach any of the terms or conditions of any grant agreements entered into with the City, State or federal government providing subsidies to the Project or should Developer breach the affordability controls placed upon the Project by reason of said grant commitments and agreements, it shall be considered a default and/or breach of this Agreement.

8.02. Initial Remedy Upon Default. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement or any of its terms or conditions by

any party hereto or any successor to such party, such party (or successor) shall, within thirty (30) days of receiving written notice from another, proceed to commence to cure or remedy such default or breach. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within the time periods for cure set forth in this Agreement, or if there is no designated time for cure, within a reasonable time, the aggrieved party may, in addition to such other rights as specified in this Agreement, institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach.

8.03. Remedies in the Event of Termination of the Agreement. In the event that, prior to the conveyance of the Project to the Developer and in violation of this Agreement, the Developer (or any successor in interest) assigns or attempts to assign this Agreement or any rights in the Project or the Project, contrary to the provisions of this Agreement, or does not accept the Deed to the Project upon tender thereof by the City pursuant to this Agreement, and if any default or failure referred to in this Section 8.03 shall not be cured within thirty (30) days after the date of written demand by the City, then this Agreement, and any rights of the Developer or its assignee or transferee in this Agreement, or arising there from with respect to the City or the Project, shall, at the option of the City, be terminated and there shall be no further rights or obligations of the parties, except as expressly set forth in this Article VIII. In the event of such termination, the City shall terminate the Developer's designation as the Developer of the Project, and shall have the right to withdraw, to the extent possible, from a purchase agreement or condemnation proceeding heretofore undertaken. The Developer shall pay over to the City all costs and/or damages (including reasonable counsel fees) incurred by the City on account of the default of the Developer and/or arising out of or resulting from the withdrawal of the City from any purchase agreement and/or condemnation proceeding. The City shall have the right to apply to the aforementioned costs or damages incurred by the City as aforesaid, any funds of the Developer in the hands of the City at the time of such default and termination or returned to the City as the result of the City's termination or withdrawal from any condemnation action or purchase agreement entered into in connection therewith. In the event of a termination of this Agreement pursuant to this Section 8.03, upon the resale of those portions of the Project, the proceeds from the sale of such Project, as well as the consideration, if any, received by the City for those other portions of the Project, shall be applied as follows:

(a) First, to all reasonable costs and expenses incurred by the City, including but not limited to legal fees, salaries of personnel, and related expenses incurred by the City in connection with the acquisition, possession, management and resale of the Project; all taxes, assessments, and water and sewer charges with respect to the Project or any part thereof; any expenditures made or obligations incurred with respect to the acquisition, ownership and sale of the Project or any part thereof; and any amounts otherwise owed to the City by Developer and its successors or transferees in accordance with the terms of this Agreement; and

(b) Second, to reimburse the Developer, its successor or transferee, up to the amount equal to the Developer's payment of the Purchase Price associated with the Project. Any balance remaining after such reimbursements shall be retained by the City as its property.

8.04. City's Remedies. Upon the occurrence of any Event of Default subsequent to the conveyance of the Project to the Developer and prior to the completion of the Project, subject to the rights of any mortgage holder as set forth in Sections 7.04 and 7.05 herein the City shall have the right at its sole and absolute opinion upon ninety (90) days' notice to Developer and any mortgagee of the Developer, to enter and take possession of the uncompleted portions of the Project and the Project (Uncompleted Portion). At the same time that the City enters onto and takes possession of the Uncompleted Portion, Developer shall execute and deliver a deed to the City for the Uncompleted Portion subject to the rights of any mortgage holder as set forth in Article V herein. Upon the occurrence of any such conveyance, this Agreement shall be deemed terminated and there shall be no further rights or obligations of the parties except for those rights reserved to a mortgage holder or as otherwise expressly set forth in this Article VIII. This provision shall be entered in the Deeds. Any vesting of title in the City under this Section 8.04 shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of any mortgage permitted by this Agreement for the protection of the holders of such mortgage.

8.05. Resale of Uncompleted Portion. Upon the vesting in the City of the title to the Uncompleted Portion as provided in Section 8.04, the City shall, pursuant to its responsibilities under New Jersey law, use its best efforts to resell the Uncompleted Portion (subject to such permitted mortgage liens as may exist against the Uncompleted Portion): Such sale shall be made, as soon and in such manner as the City shall find feasible and consistent with the objectives of the Law, to a qualified and responsible party or parties, as determined by the City, who will assume the obligation of completing the Project or such other Improvements as shall be satisfactory to the City and in accordance with the uses specified for the Project in this Agreement and the Law. Upon any resale of the Uncompleted Portion, the proceeds thereof shall be applied:

(a) First, to all reasonable costs and expenses incurred by the City, including but not limited to legal fees, salaries of personnel, and related expenses incurred by the City in connection with the possession, management and resale of the Uncompleted Portion; all taxes, assessments, and water and sewer charges with respect to the Uncompleted Portion or any part thereof; any payments made or necessary to be made, to discharge any encumbrances or liens existing on the Uncompleted Portion at the time of the vesting of title thereto in the City or to discharge or prevent from attaching, or being made, any subsequent encumbrances or liens due to obligations, defaults, or acts of Developer, its successors or transferees; any expenditures made or obligations incurred with respect to the completion of the Project or any part thereof on the Uncompleted Portion or any part thereof; and any amounts otherwise owed to the City by Developer and its successors or transferees in accordance with the terms of this Agreement; and

(b) Second, to reimburse the Developer, its successor or transferee, up to the amount equal to the Developer's actual costs associated with the Project, including land acquisition, engineering, planning, site improvement, marketing and other project development

costs, plus the reasonable value of all improvements constructed and paid for by the Developer. Any balance remaining after such reimbursements shall be retained by the City as its property.

8.06. No Waiver of Rights and Remedies by Delay. Any delay by the City in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate as a waiver of such rights or shall not deprive the City of or limit the City's rights in any way (it being the intent of this provision that the City should not be constrained [so as to avoid the risk of being deprived or limited in the exercise of the remedies provided herein by those concepts of waiver, laches, or otherwise] to exercise such rights at a time when the City may still hope otherwise to resolve the problems created by the default involved); nor shall any waiver in fact made by the City with respect to any specific default by the Developer under this Agreement be considered or treated as a waiver of the rights of the City with respect to any other defaults by the Developer under this Agreement or with respect to the particular default except to the extent specifically waived in writing.

8.07. Rights and Remedies Cumulative. The rights and remedies of the parties to the Agreement, whether provided by law or by the Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other party. No waiver made by either such party with respect to the performance, or manner or time thereof, or any obligation of the other party or any condition to its own obligation under the Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

## ARTICLE IX DUALITY OF TITLE

9.01. Marketable Title. In conveying the title to the Project by Deed to the Developer at the closing, the City shall convey such title as the Title Insurer will approve and insure at its regular premium and without special premium, subject to Permitted Exceptions defined in Section 9.02 herein.

9.02. Permitted Exceptions. The following are not objections to title, but rather, permitted title encumbrances (Permitted Exceptions) with respect to the Project:

- (a) Covenants, conditions, building and use restrictions required by this Agreement or as specified in the Law, as they relate to the Project and the Final Site Plan;
- (b) Any facts disclosed by the Survey provided the same do not materially or adversely affect the ability of the Developer to construct, operate and maintain the Improvements on the Project as contemplated by the Law;

(c) Title exceptions appearing on the Final Site Plan and according to this Agreement;

(d) Present and future statutes, laws, ordinances, regulations, restrictions, legal requirements and orders of any federal, state, county or municipal government or other public authority relating to the Project or use thereof, provided same do not prohibit the development of the Project in the manner contemplated by the Law;

(e) Statutory liens for real estate taxes not due and payable;

(f) Applicable local building and zoning laws and regulations;

(g) Covenants and restrictions of record and such further title defects not disclosed by an instrument of record as will not materially and adversely affect the ability of the Developer to construct, operate, and maintain the Project as contemplated by the Law;

(h) Surface conditions observable by a visible inspection of the Project and subsurface conditions affecting the Project not visible by inspection;

(i) The conditions, covenants and restrictions set forth or referred to elsewhere in this Agreement;

(j) The provisions of the Law;

(k) Such other title exceptions as may be consented to or approved by Developer, or the Title Insurer in writing;

(l) The rights of utility companies to maintain pipes, poles, cables and wires over, on and under the street, the parts of the Project next to the street or running to any building, house, structure or other improvement to the Project;

(m) The fact that some or all of the Project does not have access to or adjoin existing public rights-of-way, thoroughfares and/or streets;

(n) The statutory rights of any condemnee formerly holding an interest in and to the Project or any portion thereof; and

(o) Any riparian rights or interest of the State of New Jersey requiring a riparian grant or conveyance of riparian rights to the Project, and any other legal requirements of the State of New Jersey.

## ARTICLE X REPRESENTATIONS

10.01. Representations of Developer. Developer represents and warrants to the City that this Agreement has been duly authorized, executed and delivered by Developer and, on the Effective Date will constitute a legal, valid and binding obligation of Developer enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditor's rights generally and subject to the availability of equitable remedies; and the execution and delivery of this Agreement by Developer and consummation of the transactions contemplated hereby does not violate, conflict with or constitute a default under the provisions of any agreement, understanding or arrangement to which Developer is a party or by which it is bound or the certificate of incorporation, by-laws, certificate of formation, operating agreement or partnership agreement of Developer, or any statute, rule, regulation, ordinance, order or decree in force as of the date hereof. Developer represents and warrants that it has obtained all necessary licenses, certifications and further that it will be qualified to do business in New Jersey on or after the Effective Date.

10.02. Representation of the City: The City represents and warrants to Developer that this Agreement has been duly authorized by virtue of a certain Ordinance, executed and delivered by the City and, on the Effective Date, will constitute a legal, valid and binding obligation of the City enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights and subject to the availability of equitable remedies; and the execution and delivery of this Agreement by the City and consummation of the transactions contemplated hereby does not violate, conflict with or constitute a default under the provisions of any agreement, understanding or arrangement to which the City is a party or by which it is bound or any statute, rule, regulation, ordinance, order or decree in force as of the date hereof. In the event of a final non-appealable determination of a court of competent jurisdiction preventing the City from conveying the Project, or any portion thereof, to Developer, the Developer's sole remedy is the right of termination.

## ARTICLE XI ADDITIONAL CONTINGENCIES TO THE OBLIGATIONS TO CLOSE TITLE

11.01. Conditions to City's Obligation. In addition to those contingencies stated elsewhere in this Agreement, the obligations of the City to convey fee simple title to the Project shall be subject to satisfaction of the following conditions:

(a) Developer shall have delivered to City that portion of the Purchase Price attributable to the conveyance of the Project;

(b) Developer shall have satisfied the requirements of the Agreement documenting to the City's satisfaction that all financing and/or equity funding required for the construction of the Project has been obtained;

(c) All of the representations and warranties of the Developer contained in this Agreement shall have been true and correct in all material respects when made, and shall be true and correct in all material respects as of the date of the conveyance of the Project as if made at and as of that date;

(d) Developer shall have performed and complied in all material respects with the covenants and agreements required by this Agreement to be performed or complied with prior to the conveyance of the Project;

(e) Developer shall have received the Governmental Approvals required by this Agreement for the construction of the Project;

(g) With respect to any additional funds needed for the City's performance under this Agreement which are not provided by the Developer, the City shall have complied with all legal requirements for the allocation of such funds to the City by appropriate governmental authorities, and it is understood by Developer that the City's obligation to convey the Project is subject to and contingent upon the availability of such funds in accordance with applicable legal requirements; and

(h) There shall not exist at the date of conveyance of the Project any temporary restraining order, preliminary or final injunction, writ, decree, final order, ruling or decision of a court of competent jurisdiction or governmental authority restraining or preventing the consummation of any of the transactions contemplated hereby.

## **ARTICLE XII**

### **PREPARATION AND APPROVAL OF PLANS AND SPECIFICATIONS FOR DEVELOPMENT**

12.01. City Approval of Preliminary Site Plan and Subdivision Plan. Developer, shall at its own cost and expense cause to be prepared by a licensed architect, surveyor and/or engineer of the State of New Jersey and submitted to the City a preliminary site plan for the construction of the Project consistent with the (Preliminary Site Plan) and separate metes and bounds description of the Project. The City will review and approve the Preliminary Site Plan, including the building orientation, architectural style and building materials to be used for the Improvements, and facilities for parking if required, as being in conformity with the Law and this Agreement. If planning or engineering concerns raised by the Developer dictate that revisions be made to the Preliminary Site Plan before submission of the same to the Planning Board, the revised Preliminary Site Plan shall be submitted to the City and the City shall have a period of fifteen (15) days after receipt thereof to approve the revised Preliminary Site Plan or to furnish to Developer in writing notice of any changes or modifications, and the reasons therefore, required to be made in order to render the same in conformity with the Law and this Agreement. If changes or modifications shall be required by the City, Developer shall incorporate such changes and modifications and furnish revisions to the City for approval within thirty (30) days after receipt of written notice thereof. Developer agrees that no site plan or application for subdivision approval, shall be filed with any public authority without the prior written approval of the City, it being agreed that the City has a vested interest therein.

12.02. Filing of Preliminary Site Plan and Subdivision Map. Within fifteen (15) days of the date of this Agreement, or, if applicable, within fifteen (15) days of the date the City has approved in writing any revised Preliminary Site Plan, Developer shall prepare and submit to the Planning Board and/or Jersey City Zoning Board of Adjustment all applications and supporting documents as shall be required to obtain approval of the Preliminary Site Plan (Preliminary Site Plan Approval) and, if necessary, preliminary and final approval of the Subdivision of the Project (the "Major Subdivision Approval" which together with the Preliminary Site Plan Approval shall be collectively referred to as the "Preliminary Site and Final Subdivision Approvals") in accordance with ordinances of the City and the Municipal Land Use Law (N.J.S.A. 40:55D - 1 et seq), as the same may be amended from time to time.

12.03. Failure to Obtain Preliminary Site and Final Subdivision Approvals. In the event that, within seventy-five (75) days from the date of submittal of all applications and documents required by Section 12.02 hereof, Developer has not received from the Planning Board and/or Jersey City Zoning Board of Adjustment the Preliminary Site and Final Subdivision Approvals in accordance with the approved Preliminary Site Plan and Major Subdivision Map, then at either party's election, upon written notice to the other, this Agreement may be terminated. Upon such termination, Developer shall furnish the City, without charge, reproducible copies of such available surveys, engineering and architectural studies, drawings, reports, or other pertinent data prepared by or for Developer with respect to the Project and the Project as Developer is legally entitled to convey.

It is hereby agreed by the parties that any failure to obtain the applicable Governmental Approvals within the time required by this Section 12.03, which is caused by the Planning Board and/or Jersey City Zoning Board of Adjustment or which involves mutual adjournment or extension of the hearing period of the applications for site plan approval or for subdivision approval by both the Developer and the Planning Board and/or Jersey City Zoning Board of Adjustment, shall not be construed as a breach of the performance time requirement of this Section 12.03. Developer's time constraint hereunder for, acquiring the applicable Governmental Approvals shall be extended day for day with that agreed to by the Developer, as applicant, and the Planning Board and/or Jersey City Zoning Board of Adjustment only if the application then under consideration is consistent with the requirements of the Law and with all applicable legal requirements, but in no case shall it be extended for more than sixty (60) days beyond the initial mutual adjournment or extension of any such application with the Planning Board and/or Jersey City Zoning Board of Adjustment.

12.04. Approval of Construction Plans. Within one hundred fifty (150) days after receiving Preliminary Site Plan Approval from the Planning Board, Developer shall, at its own cost, cause to be prepared and submitted to the City the final Construction Plans of the Project for construction of the Improvements thereon. The City shall have a period of fifteen (15) days after receipt thereof to review and approve the final Construction Plans as being in conformity with the Law and this Agreement, and as being appropriate, in the City's reasonable exercise of judgment, in terms of building orientations, their placement on the Project and architectural styling and building materials to be used for the Improvements, and facilities for parking and structured parking as well as the locations on the Project, or to furnish to Developer in writing notice of any changes or modifications, and the reasons therefore, required to be made in order



to render the same in conformity with the Law and this Agreement. The City shall, if the final Construction Plans originally submitted conform to the provisions of the Law and this Agreement, approve in writing such Construction Plans, and no further filing by the Developer or approval by the City thereof shall be required except with respect to any change. Such Construction Plans shall, in any event, be deemed approved unless rejection thereof in writing by the City, in whole or in part, setting forth in detail the reasons therefor, shall be sent Developer within thirty (30) days after the date of their receipt by the City. If the City so rejects the final Construction Plans in whole or in part as not being in conformity with the Law or this Agreement, the Developer shall submit new or corrected final Construction Plans which are in conformity with the Law and this Agreement within thirty (30) days after receipt of written notification to the Developer of the rejection. The provisions of this Section 12.04 relating to approval, rejection, and resubmission of corrected Construction Plans hereinabove provided for with respect to the original Construction Plans shall continue to apply until the Construction Plans have been approved by the City; provided, that in any event the Developer shall submit final Construction Plans for the Project which are in conformity with the Law and this Agreement and shall receive the required building permits no later than two hundred fifteen (215) days after receiving Preliminary Site Plan Approval from the Planning Board.

12.05. Other Plans to be Submitted. The Developer shall, to the extent not shown on the Preliminary Site Plan, also submit the following plans to the City for its review and acceptance at the same time as it submits the Preliminary Site Plan and subdivision plan pursuant to Section 12.01 above:

(a) A plan showing the building, the site and site improvements, parking facility(ies), all elevations of the building(s), the exterior treatment of the building including color, type and texture of material(s) to be used, and a sample of the actual construction materials being used on all facades.

(b) A lighting plan demonstrating that all "on site" walkways, parking areas, and other areas accessible to pedestrians during the hours of darkness will be adequately lighted to insure pedestrian safety. Such plan will demonstrate the amount, placement, type and construction of the lighting.

(c) A staging of improvements plan, to the extent applicable, showing the order of proposed construction, including any temporary or interim construction or operating arrangements. This plan shall include the Developer's estimate for the timing any soil or environmental remediations and/or engineering and institutional controls of final site preparations, foundations, construction, landscaping, installation of drives, sidewalks, and completion of construction, and should furnish such information and data necessary to enable the City and the City to schedule any public improvements required.

(d) A plan showing the construction of all on-site roadways and streets and related facilities required by the Law, as amended, this Agreement and the Developer's Preliminary Site Plan as approved by the City and the Planning Board, or by the City in the reasonable exercise of its discretion.

(e) Such other plans as the City may from time to time reasonably require to promote the orderly redevelopment of the Project. The plans and drawings, specifications and proposed construction schedule referred to in this Article XII are hereinafter collectively called Construction Plans.

12.06. Time for Submission of Corrected Construction Plans.

(a). Except as provided in subparagraph (b) of this Section 12.06, the time within which the Developer shall submit any new or corrected Construction Plans shall not be later than thirty (30) days after the date Developer receives written notice from the City of rejection of Construction Plans referred to in the last such notice.

(b) The time within which the Developer shall submit corrected Construction Plans conforming to the City's requirements and stipulations as made by the latter upon its rejection, in whole or in part, of Developer's initial and/or subsequently revised Construction Plans shall be no later than thirty (30) days prior to the planned conveyance date established in Schedule C. The City approved Construction Plans must be on file and approved by the City Division of Buildings Office of the Construction Official or its successor before construction of the improvements by the Developer on the Project or any portion thereof.

12.07. Time for City Action in Change in Construction Plans. The time within which the City may decline to approve any change to the Construction Plans proposed by Developer, shall be fifteen (15) days after the date of the City's receipt of notice of such change and a copy of the revised plan or plans.

12.08. Final Site Plan Approval. A Certificate of Occupancy issued by the City Construction Code Official is a prerequisite to the issuance of a Certificate of Completion by the City under this Agreement. Developer is required by the Law and this Agreement to obtain approval of the Final Site Plan from the City and, thereafter, the Planning Board (collectively, the "Final Site Plan Approval") prior to issuance of a Certificate of Occupancy in conformity with the Law, as amended, and ordinances of the City, and Certificate of Completion. Consequently, Developer shall be required to submit site plans for the Project as built that are final in nature and which reflect compliance with the Governmental Approvals and the Developer's Final Site Plan Approvals received from the City and the Planning Board. Any material deviations between the Final Site Plan must have been previously submitted by Developer to the City and received the prior written approval of the City as provided in the Law, as amended, and this Agreement.

12.09. Changes in Improvements to be Constructed. The Developer shall not be permitted to construct any Improvements on the Project other than those set forth as shown on the Preliminary Site Plan and Construction Plans, nor shall the Developer be permitted to make any additions, changes, alterations, substitutions of the Improvements to be constructed, other than field changes authorized by the City's Building Department which do not require further Planning Department approval or notation, without the prior written consent of the City after

review and approval by the City of the revised site and construction plans showing such changes, alterations, substitutions or modifications.

### **ARTICLE XIII** **DEPOSIT**

13.01. Amount. The Developer shall prior to or within seven (7) days of approval by the City of the Construction Plans as required by Section 12.04 and 12.06 deliver to the City a good faith deposit of \$ -0 - (Deposit) as security for the performance of the obligations of the Developer to be performed prior to the return of the Deposit to the Developer, or its retention by the City as liquidated damages in the event of a default by Developer, or its application on account of the Acquisition Costs, as the case may be, in accordance with the Agreement. The Deposit shall be deposited in an account of the City in a bank, trust company or other financial institution selected by it.

13.02. Interest. The City shall be under no obligation to pay or earn interest to the benefit of the Developer on the Deposit or on any other sum of money paid to the City pursuant to this Agreement.

13.03. Application to Acquisition Costs. In the event the Developer is not otherwise entitled to return of the Deposit pursuant to Section 13.05, the amount of the Deposit if paid in cash or by certified check may, at the option of the City, be applied on account of the Acquisition Costs.

13.04. Retention by City. Upon termination of the Agreement, the Deposit or the proceeds of the Deposit, if not theretofore returned to the Developer pursuant to Section 13.05, after such termination, shall be retained by the City as provided in this Agreement.

13.05. Return to Developer. Upon termination of the Agreement, the Deposit shall be returned to the Developer by the City as provided in this Agreement. In the event this Agreement is not canceled by the Developer, the Deposit shall be returned upon the Developer's receipt of a Certificate of Completion pursuant to this Agreement.

### **ARTICLE XIV** **PROJECT EMPLOYMENT AGREEMENT**

14.01. Binding Agreements. The Developer and all agents and contractors associated with same shall enter into contracts with the City and comply with the Project Employment and Contracting Agreement and other Affirmative Action Policies as currently in effect, and as same may be amended from time to time.

### **ARTICLE XV** **NOTICES AND DEMANDS**

15.01. Manner of Notice. A notice, demand, or other communication required under this Agreement by either party to the other shall be considered given and delivered if it is

dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally at the addresses listed below for each party.

- (a) In the case of the Developer, addressed to

Garden State Episcopal Community Development  
Corporation  
118 Summit Avenue  
Jersey City, NJ 07304

- (b) In the case of the City, addressed to the

Business Administrator  
City of Jersey City  
280 Grove Street  
Jersey City, New Jersey 07302

with a copy to the Director of Housing, Economic Development and Commerce.

- (c) At such other addresses a party may, from time to time, designate in writing and mail to the other as provided herein.

#### ARTICLE XVI MISCELLANEOUS

16.01. City's Right to Engineering and Architectural Data. Upon termination of this Agreement pursuant to any provisions hereof, Developer shall furnish to the City without charge or fee, reproducible copies of all surveys, engineering and architectural studies, drawings, reports including those obtained by Developer through having performed soils testing and analysis in accordance with Section 2.06 hereof, and other data prepared by or for Developer with respect to the Project and the contemplated development thereof.

16.02. Force Majeure. It is agreed that the deadline stated herein for construction may be extended upon the written consent of the City, in its sole discretion and it shall be extended if completion of the construction of the Improvements is prevented by an event of force majeure, as defined hereunder, in which case any unexpired deadline shall be extended for the period of the enforced delay, as reasonably determined by the City provided that the Developer undertaking the improvement who seeks the benefit of this provision on force majeure shall, within ten (10) days after the beginning of any such enforced delay, have notified the City in writing, and of the cause or causes thereof, and has requested an extension for the period of the enforced delay. Compliance with municipal laws regulating land use and construction, any Legal requirements under any applicable environmental laws, as well as known NJDEP clearances, approvals, or permits typical of the development process and referred to in this Agreement, shall not be considered or construed as events of force majeure.

16.03. Right of Entry For Utility Service. The City reserves for itself, and any public utility company, as may be appropriate, the unqualified right to enter upon the Project at any reasonable time for the purpose of reconstructing, maintaining, repairing, or servicing the public utilities located within the Project boundary lines.

16.04. Developer Not To Construct Over Utility Easements. The Developer shall not construct any building or other structure or improvement on, over, or within the boundary lines of any easement for public utilities described or referred to in Section 16.03 herein, unless such construction is provided for in such easement or has been approved by City. If approval for such construction is requested by the Developer, the City shall use its best efforts to assure that such approval shall not be withheld unreasonably.

16.05. Maintenance. The Developer shall be responsible for maintenance and security of the Project subject to this Agreement subsequent to the Developer acquiring title to same until such time as Developer no longer owns or leases the Project or parts thereof.

16.06. Neighboring Properties. The Developer shall, within applicable legal requirements, cooperate with the City in rendering adjoining properties compatible with the Project, including but not limited to the laying out, design and construction of all site roadway streets and related facilities in the Project.

16.07. Equal Employment Opportunity. The Developer agrees that during the construction of Improvements:

(a) The Developer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Developer will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause and any such notices provided by the City which are consistent therewith.

(b) The Developer will, in all solicitations or advertisements for employees placed by or on behalf of the Developer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(c) The Developer will comply with all rules, regulations, and relevant orders of the Secretary of Labor of the State of New Jersey.

(d) Subcontractors and suppliers to the Project shall include qualified and certified minority enterprises.

(e) The obligations in this Section shall be binding on all contractors and subcontractors to the extent that any work is done by any contractor or subcontractor, and any contract entered into by the Developer shall so provide.

16.08. Entire Agreement. This Agreement constitutes the entire Agreement of the parties and supersedes the prior or contemporaneous writings, discussions, or agreements between the parties with respect to the subject matter hereof and may not be modified, or amended except by a written agreement specifically referring to this Agreement signed by all the parties hereto.

16.09 Titles of Articles and Sections/Headings. Any titles of the several Parts and Sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions. The Section headings contained in this Agreement are inserted for reference purposes only and shall given no weight in the construction of this Agreement. None of the headings or titles of Articles and Sections are intended to limit or define the contents of the Sections and Articles.

16.10. Counterparts. This Agreement is executed in several counterparts, each of which shall constitute one and the same instrument.

16.11. Severability. If any provision of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction, such determination shall not affect the remaining provisions of this Agreement, all of which shall remain in full force and effect.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by the Chairman of its Board of Commissioners, and its seal to be hereunto duly affixed and attested by its Secretary, and the Developer has caused this Agreement to be duly executed in its name and behalf by its sole member, on or as of the day first above written.

ATTEST:

CITY OF JERSEY CITY

\_\_\_\_\_  
ROBERT BYRNE  
City Clerk

\_\_\_\_\_  
ROBERT J. KAKOLESKI  
Business Administrator

ATTEST:

GARDEN STATE EPISCOPAL CDC

\_\_\_\_\_  
ROGER E. WILLIAMS, Secretary

\_\_\_\_\_  
PETER R. VAN BRUNT, President

Secretary

STATE OF NEW JERSEY )

) SS:

COUNTY OF HUDSON )

**BE IT REMEMBERED**, that on \_\_\_\_\_ 2016, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared **ROBERT BYRNE**, who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is the **CITY CLERK** of the City of Jersey City, a body corporate and politic, and the body corporate and politic named in the within instrument; that **ROBERT J. KAKOLESKI** is the **BUSINESS ADMINISTRATOR** of said body corporate and politic; that the execution, as well as the making of this instrument, has been duly authorized by a proper ordinance of the Municipal Council of the body corporate and politic; that deponent well knows the seal of the body corporate and politics; and that the seal affixed to said instrument is the proper corporate seal and was thereto affixed and said instrument signed and delivered by **ROBERT J. KAKOLESKI**, the Business Administrator, as and for the voluntary act and deed of said body corporate and politic, in presence, who thereupon subscribed his name thereto attest in witness.

ROBERT BYRNE, City Clerk

Sworn and subscribed to  
before me this) \_\_\_\_\_ day  
of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

STATE OF NEW JERSEY)

) SS:

COUNTY OF HUDSON)

BE IT REMEMBERED, that on \_\_\_\_\_, 2016, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared **ROGER E. WILLIAMS**, who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is the Secretary of **GARDEN STATE EPISCOPAL COMMUNITY DEVELOPMENT CORPORATION**, a corporation of the State of New Jersey and the corporation named in the within instrument; that **PETER R. VAN BRUNT** is the **PRESIDENT** of the corporation; that the execution, as well as the making of this instrument, has been duly authorized by a proper resolution of the Board Directors of the corporation; that deponent well knows the seal of the corporation; and that the seal affixed to the instrument is the proper corporate seal and was thereto affixed and the instrument signed and delivered by **PETER R. VAN BRUNT**, the President, as and for the voluntary act and deed of the corporation, in presence, who thereupon subscribed his name thereto a attesting witness.

Sworn & Subscribed to before me

This \_\_\_\_\_ day of \_\_\_\_\_ 2016

Notary Public of New Jersey \_\_\_\_\_

My Commission Expires:



## SCHEDULE "A"

### Project

### 90 Virginia Avenue

### LEGAL DESCRIPTION

#### Property: 90 Virginia Avenue, Block 21101 Lot 57

Beginning at a point on the northeasterly line of Virginia Avenue (50' Wide), said point being distant *441.55' Meas.* southeasterly from the corner formed by the southeasterly line of Bergen Avenue and the said line of Virginia Avenue, (*442.16' as per Deed Book 7873, Pg. 176 and 443.40' as per file map of William U. Onderdonk*), said point being also distant 143.00' southeasterly from the division line between Lots 32 and 33 as shown on said file map, running hence;

1. N 31° 36'00" E                      116.00', to a point, thence;
2. S 58° 24'00" E                      20.00', to a point, thence;
3. S 31° 36'00" W                      7.50', to a point, thence;
4. S 58° 24'00" E                      87.00', to a point, thence;
5. S 31° 36'00" W                      108.50', to a point on the northeasterly line of  
Virginia Avenue, thence;
6. N 58° 24'00" E                      107.00' along the said line of Virginia Avenue to  
the point and place of beginning.

*Map of William U. Onderdonk in the Township of Bergen, Hudson County, NJ" and filed by the number 27 in the Register's Office of Hudson County.*

Drawn in accordance with a survey prepared by Behar Surveying Associates, P.C. on June 29, 2010.

FOR INFORMATION PURPOSES ONLY: Also known as Lot 57 in Block 21101 on the City of Jersey City Tax Map.

## **SCHEDULE "B"**

### **PROJECT DESCRIPTION**

#### **90 VIRGINIA AVENUE HOUSING DEVELOPMENT**

The 90 Virginia Avenue Housing Development project is a homeownership initiative for first time home buyers. The Garden State Episcopal Community Development Corporation (GSECDC) plans to construct five Two-Family Homes for sale to low-to moderate-income first time homebuyers with an attached affordable rental unit which will be restricted to low-to-moderate income families. The site locations included in this project are as follows:

- 90 Virginia Avenue

To date, GSECDC has built 28 similar homes in Jersey City. The proposed project is consistent with zoning requirements and the Developer will seek Planning Board Approval in January 2017 for a construction start in July 2017. The homes will take 10 month to construct and will be ready for occupancy in the April 2018.

## **SCHEDULE " C "**

### **90 VIRGINIA AVENUE HOUSING DEVELOPMENT**

### **CONSTRUCTION TIMETABLE**

#### **GARDEN STATE EPISCOPAL COMMUNITY DEVELOPMENT CORPORATION**

<u><b>TASK</b></u>	<u><b>COMPLETION DATE</b></u>
1. City Council Approval of Conveyance	September 2016
2. Execute Developer Agreement	September 2016
3. Survey and Schematic Design	September 2016
4. Environmental Assessment	October 2016
5. Acquisition & Predevelopment Financing	November 2016
6. Obtain Site Plan/Government Approvals	January 2017
7. Evidence of Mortgage Financing/ Equity commitments to City	February 2017
8. Closing of Title to Property	February 2017
9. Construction Drawings	March 2017
10. Bid/GC Agreement	April 2017
11. Obtain Construction Permits from Bldg. Dept.	June 2017
12. Commence Construction	July 2017
13. Complete Construction	March 2018

The parties hereto acknowledge that the above timetable are outside dates and shall in no way prohibit the Developer from completing the items set forth prior to the respective deadlines.

City Clerk File No. Ord. 16.137  
Agenda No. 3-T 1st Reading  
Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 16.137

**TITLE:**  
**ORDINANCE APPROVING A 20 YEAR TAX EXEMPTION FOR A MARKET RATE RESIDENTIAL RENTAL PROJECT TO BE CONSTRUCTED BY ASH URBAN RENEWAL DEVELOPMENT, LLC, AN URBAN RENEWAL ENTITY, PURSUANT TO THE LONG TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 ET SEQ., FOR THE PROPERTY DESIGNATED AS BLOCK 17502, LOTS 1-12 ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESSES OF 2-16 ASH STREET AND 442-446 WHITON STREET**

**THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:**

**WHEREAS**, Ash Urban Renewal Development, LLC, is an urban renewal entity, formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq. (Entity); and

**WHEREAS**, the Entity is the contract purchaser of certain property known as Block 17502, Lot 1.01 (f/k/a Block 17502, Lots 1-12) on the City's Official Tax map, consisting of the entire Block 17502, and more commonly known by the street addresses of 2-16 Ash Street and 442-446 Whiton Street, and more specifically described by metes and bounds, in the application (Property); and

**WHEREAS**, the Property is located within the Morris Canal Redevelopment Plan Areas, as required by N.J.S.A. 40A:20-4, N.J.S.A. 40A:12A-5(g) and Section 323-1 of the Jersey City Code; and

**WHEREAS**, presently owned by the JCRA, the property is environmentally contaminated; and

**WHEREAS**, by an application dated July 12, 2016, the Entity applied for a 20 year long term tax exemption to construct a market rate residential rental project to consist of a six (6) story building with approximately ninety-three (93) market rate residential rental units and 9,880 square feet of parking space on the ground floor to contain approximately sixty-five (65) parking spaces consisting of approximately 9,880 square feet; and

**WHEREAS**, the Project received Preliminary and Final Site plan approval from the Planning Board on June 14, 2016; and

**WHEREAS**, construction costs are estimated to be \$17,560,620; and

**WHEREAS**, Ash Urban Renewal Development, LLC, has agreed to:

1. pay the greater of (i) the Minimum Annual Service Charge or (ii) 12.5% of the Annual Gross Revenue, which sum is initially estimated to be \$259,550; and which shall be subject to statutory staged increases over the term of the tax exemption; and
2. pay an annual sum equal to 2% of each prior year's Annual Service Charge as an Administrative Fee initially estimated at \$5,191; and
3. pay the non-accrued excess profit, if any, to the City each year;
4. provide employment and other economic opportunities for City residents and businesses;
5. pay to City for remittance to Hudson County, an amount equal to 5% of the Annual Service Charge upon receipt of that charge or \$12,977;

**ORDINANCE APPROVING A 20 YEAR TAX EXEMPTION FOR A MARKET RATE RESIDENTIAL RENTAL PROJECT TO BE CONSTRUCTED BY ASH URBAN RENEWAL DEVELOPMENT, LLC, AN URBAN RENEWAL ENTITY, PURSUANT TO THE LONG TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 ET SEQ., FOR THE PROPERTY DESIGNATED AS BLOCK 17502, LOTS 1-12 ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESSES OF 2-16 ASH STREET AND 442-446 WHITON STREET**

6. provide a contribution to the City's Affordable Housing Trust Fund, pursuant to Ordinance 03-112, in the amount of \$154,320. This payment is nonrefundable and nontransferable and shall be forfeited by the Entity should either party terminate the tax exemption prior to the end of the herein term; and
7. execute a Project Employment & Contracting Agreement; and

**WHEREAS**, the City hereby determines that the relative benefits of the project outweigh the cost of the tax exemption, for the following reasons:

1. the current real estate taxes generate revenue of only \$0, whereas, the Annual Service Charge as estimated, will initially generate revenue of approximately \$259,550 to the City and an additional sum of approximately \$12,977 to Hudson County;
2. the Project will create approximately 35-40 jobs during construction and 1-2 new permanent full-time jobs;
3. the Project will stabilize and contribute to the economic growth of businesses in the surrounding area;
4. the Project will not only remediate contaminated site but relieve the owner, JCRA, of that obligation;
5. the Project will further the overall redevelopment objectives of the Morris Canal Redevelopment Plan Area;
6. the City's impact analysis, on file with the Office of the City Clerk, indicates that the benefits of the Project outweigh the costs to the City; and

**WHEREAS**, the City hereby determines that the tax exemption is important in obtaining development of the project and influencing the locational decisions of probable occupants for the following reasons:

1. the relative stability and predictability of the Annual Service Charges will make the Project more attractive to investors needed to finance the Project;
2. the relative stability and predictability of the Annual Service Charges will allow the owner to stabilize its operating budget, allowing a high level of maintenance to the building over the life of the Project, which will attract tenants to the Project and insure the likelihood of the success of the Project; and

**WHEREAS**, Ash Urban Renewal Development, LLC, has initially complied with Executive Order 2002-005 concerning "Disclosure of Lobbyist Representative Status" by filing an appropriate letter in the Office of the City Clerk.

**NOW, THEREFORE, BE IT ORDAINED** by the Municipal Council of the City of Jersey City that:

- A. The application of Ash Urban Renewal Development, LLC, an urban renewal company, formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 2003, N.J.S.A. 40A:20-1 et seq. a copy of which is on file in the office of the City Clerk, Block 17502, Lot 1.01 (f/k/a Block 17502, Lots 1-12), more commonly known by the street addresses of 2-16 Ash Street and 442-446 Whiton Street, more specifically described by metes and bounds in the application, is hereby approved.
- B. The Mayor or Business Administrator is hereby authorized to execute a tax exemption Financial Agreement. The Financial Agreement shall include at a minimum the following terms and conditions:
  1. Term: the earlier of 25 years from the adoption of the within Ordinance or 20 years from the date the project is Substantially Complete;
  2. Annual Service Charge: each year the greater of:
    - (a) the Minimum Annual Service Charge equal to \$259,550 upon Project Completion,

**ORDINANCE APPROVING A 20 YEAR TAX EXEMPTION FOR A MARKET RATE RESIDENTIAL RENTAL PROJECT TO BE CONSTRUCTED BY ASH URBAN RENEWAL DEVELOPMENT, LLC, AN URBAN RENEWAL ENTITY, PURSUANT TO THE LONG TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 ET SEQ. FOR THE PROPERTY DESIGNATED AS BLOCK 17502, LOTS 1-12 ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESSES OF 2-16 ASH STREET AND 442-446 WHITON STREET**

whether or not the Project is occupied; or

- (b) 12.5% of the Annual Gross Revenue, which initial sum is estimated to be \$259,550, and which shall be subject to statutory increases during the term of the tax exemption.
3. non-accrued annual excess profit, if any;
4. Administrative Fee: 2% of the prior year's Annual Service Charge or \$5,191;
5. County Payment: an additional 5% of the Annual Service Charge for remittance by the City to Hudson County or \$12,997;
6. Affordable Housing Trust Fund: \$1,500 per unit or \$139,500; \$1.50 per square foot x 9,880 square feet of parking space or \$14,820, for a total of \$154,320. Such funds are non-refundable and non-transferrable in the event of a termination or expiration of the Financial Agreement;
7. Staged Adjustments:
  - (a) Stage One: years 1-6;
  - (b) Stage Two: years 7-9;
  - (c) Stage Three: years 10-12;
  - (d) Stage Four: years 13-16;
  - (e) Final Stage: Beginning on the 1st day of the 17th year through the date the tax exemption expires, an amount equal to the greater of the Annual Service Charge or 80% of the amount of the taxes otherwise due.
8. Project Employment & Contracting Agreement: an obligation to execute a Project Employment and Contracting Agreement to insure employment and other economic benefits to City residents and businesses;
9. Project Labor Agreement and Living Wage Mandate: Entity certified that its construction costs are less than \$25 million. In the event a construction cost audit or report indicates construction costs of more than \$25 million, then the Entity shall execute a Project Labor Agreement and be required to pay the damages as set forth in Section 304-37(3) of the Municipal Code and pay security guards and janitors the wages and benefits required by Section 3-51 (G)(1).
10. The initial installment of the Affordable Housing Trust Fund contribution payment shall be due on execution of the Financial Agreement, but in no event later than 90 days of the adoption of the ordinance. Interest shall accrue on such payments as of the 91<sup>st</sup> day at the same rate as the City charges for unpaid real estate taxes;
11. The actual date of execution of the tax exemption agreement shall not affect, alter or amend the Entity's obligation to make payments according to the intervals set forth in Section 304-28 of the Municipal Code and the tax exemption agreement. Should the Entity fail to make timely payments, interest shall begin to accrue at the rate set forth in the financial agreement.
12. The Financial Agreement shall be executed by the Entity no later than 90 days following adoption of the within Ordinance. Failure to comply shall result in a repeal of the herein Ordinance and the tax exemption will be voided unless otherwise extended by the City.
13. The Ordinance will be rescinded if the closing of the sale of the property and transfer of title from the seller to the Entity does not take place within ninety (90) days of the date of adoption of the herein Ordinance, unless otherwise extended by the City.
14. This Ordinance will sunset and the Tax Exemption will terminate unless construction of the Project is: 1) commenced within two (2) years; 2) Substantially Complete within five (5) years of the adoption of the within Ordinance.

**ORDINANCE APPROVING A 20 YEAR TAX EXEMPTION FOR A MARKET RATE RESIDENTIAL RENTAL PROJECT TO BE CONSTRUCTED BY ASH URBAN RENEWAL DEVELOPMENT, LLC, AN URBAN RENEWAL ENTITY, PURSUANT TO THE LONG TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 ET SEQ., FOR THE PROPERTY DESIGNATED AS BLOCK 17502, LOTS 1-12 ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESSES OF 2-16 ASH STREET AND 442-446 WHITON STREET**

C. The City Clerk shall deliver a certified copy of the Ordinance and Financial Agreement to the Chief Financial Officer of the county and to the County Counsel, for information purposes, within ten (10) calendar days following the later of the effective date of an ordinance following its final adoption by the governing body approving the tax exemption or the execution of the financial agreement by the urban renewal entity.

D. The application is on file with the office of the City Clerk. The Financial Agreement and Project Employment and Contracting Agreement shall be in substantially the form on file in the Office of the City Clerk, subject to such minor modification as the Business Administrator or Corporation Counsel deems appropriate or necessary.

E. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

F. This ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.

G. This ordinance shall take effect at the time and in the manner provided by law.

H. The City Clerk and Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

**NOTE:** All material is new; therefore underlining has been omitted.  
For purposes of advertising only, new matter is indicated by **bold face**  
and repealed matter by *italic*.

JM/he  
8/3/16

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
Corporation Counsel

APPROVED: \_\_\_\_\_  
Business Administrator

Certification Required ☐  
Not Required ☐

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

ordinance granting a twenty(20) year tax agreement between the City of Jersey City and Ash Urban Renewal Development, LLC for the property designated as block 17502 lot 1-12 on the city's tax map and more commonly known by the street address of 2-16 Ash Street and 442-446 Whiton Street.

**Initiator**

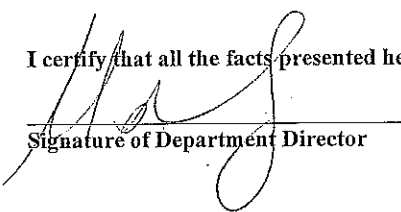
Department/Division	administration	tax collection
Name/Title	maureen cosgrove	tax collector
Phone/email	201-547-5120	maureen@icnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

ordinance granting a twenty(20) year tax agreement

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

  
Date



**DATE:** July 28, 2016

**TO:** Joanne Monahan (For distribution to City Council and City Clerk)

**FROM:** Maureen Cosgrove, Tax Collector

**SUBJECT:** TWENTY YEAR TAX ABATEMENT: MARKET RATE RESIDENTIAL  
RENTAL PROJECT – Ash Urban Renewal Development LLC – 4 Ash  
Street- Block 17502 Lot 1.01

**CC:** M. Cosgrove, E. Borja, E. Toloza, M. Vigil, R. Kakoleski, R. Lavarro, P. Leandre, K. Kane

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**INTRODUCTION:**

The applicant, Ash Urban Renewal Development LLC, is applying for a twenty (20) year tax abatement under N.J.S.A. 40 A: 20-1 et seq. It will be a six (6) story ninety-three (93) unit market rate rental project within the Morris Canal Redevelopment Plan area. The application fee of 9500.00 was paid on July 27, 2016.

**LOCATION OF THE PROPERTY:**

The property is located at 4 Ash Street between Pine and Whiton Streets and backs up to the Conrail tracks. Formerly Block 17502, Lots 1- 12 and consolidated into Block 17502, Lot 1.01 it consists of the entire Block 17502.

**PROPERTY TO BE CONSTRUCTED:**

The proposed project is a six (6) story rental building with ninety-three (93) residential units and Sixty-five (65) parking spaces. The site plan approval also provides for bicycle storage. The residential units will consist of the following:

<u>Unit Type</u>	<u>Number of Units</u>
One Bedroom	37
Two Bedroom	<u>56</u>
Total Units	<u>93</u>

**ESTIMATED TOTAL PROJECT COST:**

The total project cost is estimated at \$17,560,620 and construction cost of 13,479,900. It is certified by James R. Guerra the applicant's architect.

### CONSTRUCTION SCHEDULE:

The applicant is prepared to begin construction as soon as all approvals are in place and it is expected to be completed within eighteen (18) months of commencement.

### ESTIMATED JOBS CREATED:

The applicant estimates creation of thirty-five to forty (35-40) jobs during Construction and approximately The expected post-construction staff will consist of 1 or 2 full time employees The applicant will execute a Project Employment and Contracting Agreement. However; based upon the estimated construction cost, a Project Labor Agreement is not required.

### AFFORDABLE HOUSING TRUST FUND CONTRIBUTIONS: Discrepancy in units & parking

At the rate of \$1,500 per residential unit for ninety-three (93) units and \$1.50 per square foot for 9,880 sq. ft. for sixty-five (65) parking spaces, the applicant proposes a total AHTF contribution of \$ 154,320.00.

### CURRENT REAL ESTATE TAX:

The total existing assessment for the twelve lots is \$242,400 The new assessment of the consolidated lot Block 17502, Lot 1.01 the project site is \$600,000. At the current tax rate of 7.701 the estimated annual land tax is \$46,206.00. Taxes for the property are current. The improvements will be assessed at \$3,645,100. The conventional tax based upon the new full assessment of \$4,245,100 would be \$326,915.16 at the current tax rate.

### PROPOSED ABATEMENT:

The property is in Tier III of the Jersey City Tiered Tax Exemption Policy Map. The applicant has requested a term of the lesser of twenty-five (25) years from the date of approval of an ordinance approving the abatement or twenty (20) years from substantial completion of the project.

The tier III Tax Abatement Policy provides for a PILOT of ten percent (11%) of Annual gross revenue, a two percent (2%) City administrative fee and a five percent (5%) service charge to Hudson County. The applicant is requesting to pay twelve and half percent.(12.5%).

The proposed staged adjustments would begin the first day of year seven (7). The ASC in years seven (7) through the end of year nine (9) would be the greater

of twelve and a half percent (12.5%) of gross revenue or twenty percent (20%) of conventional taxes. Beginning in year ten (10) through the end of year twelve (12) it would be the greater of twelve and a half percent (12.5%) of Annual gross revenue, or forty percent (40%) of conventional taxes. Beginning in year thirteen (13) through the end of year sixteen (16) it would be the greater of twelve and a half percent (12.5%) of Annual gross revenue, or sixty percent (60%) of conventional taxes. Beginning in year seventeen (17) until the end of year twenty (20) it would be the greater of twelve and a half percent (12.5%) of Annual gross revenue, or eighty percent (80%) of conventional taxes.

The Tax Assessor's phase-in schedule assesses the Land at \$600,000 and the improvements at \$3,645,100 for the completed project. The PILOT would be the greater of the Annual Service Charge (ASC) or the result of the staged adjustments.

#### PROPOSED REVENUE TO THE CITY:

At full occupancy the Good Faith estimated annual revenue is \$2,076,396.00. The proposed market rents used for the revenue estimates seem to be reasonable. The Annual Service charge at the rate of twelve and a half percent (12.5%) is \$259,550.00. The City Administrative fee at one percent (2%) would be \$5,191.00 and the Hudson County fee of five percent (5%) would be \$12,977.00.

**ASH URBAN RENEWAL ASSOCIATES, LLC**  
**BLOCK 17502 Lot 1.01 (F/K/A 1-12)**  
**4 Ash Street**

Block	Lot		Existing (Exempt)	New	Good Faith ASC	Bldg Assmt (Phased-In)
17502	1.01	Land	242,400	600,000		
		Bldg		3,645,100	259,550	3,645,100
		Total	242,400	4,245,100	259,550	3,645,100

**Est. In-Lieu of Full Property Tax Payments An Amount Equal  
To A Percentage Of Taxes Otherwise Due On New Improvements  
New Improvement According To The Following Stages:**

				ASC	Annual Taxes* (Phased-In)
Stage One	From the 1st day of the month following substantial completion until the last day of the 6th year, the ASC shall be at 10% of Annual Revenue		\$	259,550	0
Stage Two	Beginning on the 1st day of the 7th year and the last day of the 9th year of substantial completion, an amount equal to the greater of the ASC at 10% or 20% of the amount of taxes otherwise due on the value of the improvements;		\$	259,550	\$ 65,383
Stage Three	Beginning on the 1st day of the 10th year and the last day of the 12th year of substantial completion, an amount equal to the greater of the ASC at 10% or 40% of the amount of taxes otherwise due on the value of the improvements;		\$	259,550	\$ 130,766
Stage Four	Beginning on the 1st day of the 13th year and the last day of the 16th year of substantial completion, an amount equal to the greater of the ASC at 10% or 60% of the amount of taxes otherwise due on the value of the improvements;		\$	259,550	\$ 196,149
Final Stage	Beginning on the 1st day of the 17th year and the last day of the 20th year of substantial completion, an amount equal to the greater of the ASC at 10% or 80% of the amount of taxes otherwise due on the value of the improvements.		\$	259,550	\$ 261,532
					\$ 280,716
7/25/2016 Note:	New Improvement Annual Taxes at Expiration Based on 2016 tax rate of \$77.01 & 27.63% 2016 Assessment Ratio Est. GPI = \$2,096,076				

**FISCAL IMPACT COST PROJECTION (TIER 3 - 20 YEAR)**

**Block: 17502 Lot: 1.01 (fka 1-12)**

**Loc: 2-16 ASH ST, 442-446 WHITON ST**

Market Rate Units	Number of Units	Demographic Multipliers (Transit Oriented Development)*		Total		Annual Expenditures		Total Annual Expenditures	
		Household	Students	Residents	Students	Per Capita Municipal	Per Pupil Per School District	Municipal	School District
1 Bedroom	37	1.421	0.050	52.58	1.85	\$1,172.97	\$3,673.00	\$61,671.40	\$6,795.05
2 Bedroom	56	2.012	0.120	112.67	6.72	\$1,172.97	\$3,673.00	\$132,161.20	\$24,682.56
<b>TOTAL</b>	<b>93</b>			<b>165.25</b>	<b>8.57</b>			<b>\$193,832.60</b>	<b>\$31,477.61</b>
									<b>\$225,310.21</b>

1. Total Municipal Ratables	\$6,093,045,337	4. CY 2016 Budget	\$570,918,095	6. Population of Jersey City	282,148	9. Increase in Services Incurred Per Development	\$ 225,310.21
2. Residential Ratables	\$3,281,646,604			7. Per Capita Municipal Cost		10. Anticipated Gross PILOT (1st Year)	
Commercial Ratables	\$1,524,059,780				\$1,172.97	12.50% \$	259,550.00
						2% Admin \$	5,191.00
						Less Land Tax*** (77.01) \$	(23,103.00)
3. Residential Ratables as a Percentage of Total Ratables	53.86%	5. Residential Portion	\$307,490,150	8. Annual Expenditures Per Student**	\$3,673.00	11. 1st Year Net PILOT	\$ 241,638.00
						12. Implied Surplus (Cost)	\$ 16,327.79

**Classic Average costing approach for projecting the impact of population change and local Municipal and School District costs**

**NEW ASSESSMENT AFTER IMPROVEMENTS**

\*Source: New Jersey Demographic Multipliers: Profile of the Occupants of Residential and Nonresidential Development; Listokin, November 2006

\*\*Source: 2015-2016 Jersey City Municipal Cost Per Pupil

\*Source: 2014 ACS - American Community Survey (Census)

\*\*\* 50% of Annual Land Tax towards School & County

LAND: 600,000  
BLDG: 3,645,100

# SERVICE CHARGE VS CONVENTIONAL

\*ASSUMING 77.01 TAX RATE WITH 2% ANNUAL INCREASE

## ASH URBAN RENEWAL

BLOCK 17502  
LOT 1.01

### NEW ASSESSMENTS BASED ON TAX ASSESSOR ANALYSIS

LAND	600,000	COUNTY	5%
BLDG	3,645,100	ADMIN	2%
<b>TOTAL</b>	<b>4,245,100</b>		

EXISTING ASSESSMENT 242,400

PROJECTED SERVICE CHARGE (1ST YEAR) 259,550

YEAR	ASC w/ Phase-In Less Land Tax Credit	ASC w/ 2% Annual Increase	ASC w/ 2% Annual Increase & Phase-In	County	Admin	Estimated Conventional Taxes On NEW Assessment	Staged Adj Rate	Conventional Taxes at 51% (Estimated)	Current Taxes On EXISTING Assessment	Land Tax
1	213,344	259,550	259,550	12,978	5,191	326,915		166,727	18,667	46,206
2	217,611	264,741	264,741	13,237	5,295	333,453		170,061	19,041	47,130
3	221,963	270,036	270,036	13,502	5,401	340,123		173,462	19,421	48,073
4	226,402	275,437	275,437	13,772	5,509	346,925		176,932	19,810	49,034
5	230,930	280,945	280,945	14,047	5,619	353,863		180,470	20,206	50,015
6	235,549	286,564	286,564	14,328	5,731	360,941		184,080	20,610	51,015
7	240,260	292,295	292,295	14,615	5,846	368,160	20%	187,761	21,022	52,035
8	245,065	298,141	298,141	14,907	5,963	375,523	20%	191,517	21,443	53,076
9	249,966	304,104	304,104	15,205	6,082	383,033	20%	195,347	21,872	54,138
10	254,966	310,186	310,186	15,509	6,204	390,694	40%	199,254	22,309	55,220
11	260,065	316,390	316,390	15,820	6,328	398,508	40%	203,239	22,755	56,325
12	265,266	322,718	322,718	16,136	6,454	406,478	40%	207,304	23,210	57,451
13	270,572	329,172	329,172	16,459	6,583	414,607	60%	211,450	23,675	58,600
14	275,983	335,756	335,756	16,788	6,715	422,900	60%	215,679	24,148	59,772
15	281,503	342,471	342,471	17,124	6,849	431,358	60%	219,992	24,631	60,968
16	287,133	349,320	349,320	17,466	6,986	439,985	60%	224,392	25,124	62,187
17	295,597	356,307	359,028	17,951	7,181	448,784	80%	228,880	25,626	63,431
18	301,509	363,433	366,208	18,310	7,324	457,760	80%	233,458	26,139	64,700
19	307,539	370,701	373,532	18,677	7,471	466,915	80%	238,127	26,661	65,994
20	313,689	378,115	381,003	19,050	7,620	476,254	80%	242,889	27,195	67,313

<b>TOTAL</b>	5,194,913	6,306,382	6,317,597	315,880	126,352	7,943,178		4,051,021	453,564	1,122,684
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ASC phase-in reflects annual 2% increase in conventional taxes AND Gross Rents  
Projected figures subject to rounding discrepancies

TIER 3 - FINANCIAL AGREEMENT (20 YEAR)  
Rev. 7/29/16 8/3/16  
Long Term Tax Exemption  
N.J.S.A. 40A:20-1, et seq.  
Residential Rental or Residential Condominium

Re: 2-16 Ash Street and 442-446 Whiton Street  
Approximately the entire Block 17502  
Block 17502, Lot 1.01 (f/k/a Block 17502, Lots 1-12)  
Morris Canal Redevelopment Plan

### **PREAMBLE**

**THIS FINANCIAL AGREEMENT**, [Agreement] is made the \_\_\_\_\_ day of \_\_\_, 2016, by and between **ASH URBAN RENEWAL DEVELOPMENT, LLC**, an urban renewal entity formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq., having its principal office at 30A Vreeland Road, Florham Park, NJ 07932 [Entity], and the **CITY OF JERSEY CITY**, a Municipal Corporation of the State of New Jersey, having its principal office at 280 Grove Street, Jersey City, New Jersey 07302 [City].

### **RECITALS**

#### **WITNESSETH:**

**WHEREAS**, the Entity is the Contract Purchaser pursuant to Redevelopment Agreement dated December 24, 2014, of certain property designated as Block 17502, Lot 1.01 (f/k/a Block 17502, Lots 1-12), more commonly known by the street addresses of 2-16 Ash Street and 442-446 Whiton Street, Jersey City, and more particularly described by the metes and bounds description set forth as Exhibit 1 to this Agreement; and

**WHEREAS**, this property is located within the boundaries of the Morris Canal Redevelopment Plan Area; and

**WHEREAS**, the property currently owned by the JCRA is environmentally contaminated and in need of remediation; and

**WHEREAS**, the Entity plans to remediate the property and construct a six (6) story building with approximately ninety-three (93) market rate residential rental units and 9,880 square feet of parking space on the ground floor to contain approximately sixty-five (65) parking spaces [Project]; and

**WHEREAS**, on June 14, 2016 the Project received site plan approval from the Planning Board; and

**WHEREAS**, on July 12, 2016, the Entity filed an Application with the City for a long term tax exemption for the Project; and

**WHEREAS**, by the adoption of Ordinance \_\_\_\_\_ on \_\_\_\_\_, 2016, the Municipal Council approved a long term tax exemption for the Project and authorized the execution of a Financial Agreement; and

**WHEREAS**, the City made the following findings:

A. Relative Benefits of the Project when compared to the costs:

1. the current real estate tax generates revenue of only \$0, whereas, the Annual Service charge as estimated, will generate revenue to the City of approximately \$259,550;
2. as required by ordinance 13-088, the Entity shall pay the City the sum of \$51,440 on or before the effective date of the ordinance approving the Financial Agreement, and will pay the balance of \$102,880 as an affordable housing contribution as required by the ordinance;
3. it is expected that the Project will create approximately 35-40 new construction jobs and 1-2 new permanent full time jobs;
4. the project should stabilize and contribute to the economic growth of existing local business and to the creation of new businesses, which cater to the new occupants;
5. the project will result in the environmental remediation of the property, thereby relieving the owner, the JCRA of the obligation;
6. the Project will further the objectives of the Morris Canal Redevelopment Plan, and will include the development of vacant property;
7. the City's Impact Analysis, on file with the Office of the City Clerk, indicates that the benefits of the Project outweigh the costs to the City; and

B. Assessment of the Importance of the Tax Exemption in obtaining development of the project and influencing the locational decisions of probable occupants:

1. the relative stability and predictability of the annual service charges will make the Project more attractive to investors and lenders needed to finance the Project; and



2. the relative stability and predictability of the service charges will allow the owner to stabilize its operating budget, allowing a high level of maintenance to the building over the life of the Project, which will attract occupants to the Project, insure the likelihood of stabilized rents to tenants and the success of the Project; and
3. have a positive impact on the surrounding area.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

### **ARTICLE I - GENERAL PROVISIONS**

#### **Section 1.1 Governing Law**

This Agreement shall be governed by the provisions of the Long Term Tax Exemption Law, as amended and supplemented, N.J.S.A. 40A:20-1 et seq., Executive Order of the Mayor 2015-007, Disclosure of Lobbyist Status, Ordinance 02-075, and Ordinance \_\_\_\_\_, which authorized the execution of this Agreement. It being expressly understood and agreed that the City expressly relies upon the facts, data, and representations contained in the Application, attached hereto as Exhibit 3, in granting this tax exemption.

#### **Section 1.2 General Definitions**

Unless specifically provided otherwise or the context otherwise requires, when used in this Agreement, the following terms shall have the following meanings:

- i. Allowable Net Profit- The amount arrived at by applying, on a non-accrual basis, the Allowable Profit Rate to Total Project Cost pursuant to N.J.S.A. 40A:20-3(c).
- ii. Allowable Profit Rate - The greater of 12% or the percentage per annum arrived at by adding 1.25% to the annual interest percentage rate payable on the Entity's initial permanent mortgage financing. If the initial permanent mortgage is insured or guaranteed by a governmental agency, the mortgage insurance premium or similar charge, if payable on a per annum basis, shall be considered as interest for this purpose. If there is no permanent mortgage financing, or if the financing is internal or undertaken by a related party, the Allowable Profit Rate shall be the greater of 12% or the percentage per annum arrived at by adding 1.25% per annum to the interest rate per annum which the municipality determines to be the prevailing rate on mortgage financing on comparable improvements in Hudson County. The provisions of

N.J.S.A. 40A:20-3(b) are incorporated herein by reference.

iii. Annual Gross Revenue - Any and all revenue derived from or generated by the Project of whatever kind or amount, whether received as rent from any tenants or income or fees from third parties, including but not limited to fees or income paid or received for parking, or as user fees or for any other services. No deductions will be allowed for operating or maintenance costs, including, but not limited to gas, electric, water and sewer, other utilities, garbage removal and insurance charges, whether paid for by the landlord, tenant or a third party;

iv. Annual Service Charge - The amount the Entity has agreed to pay the City each year for municipal services supplied to the Project, which sum is in lieu of any taxes on the Improvements, pursuant to N.J.S.A. 40A:20-12. It shall include an annual payment for all annual excess profit.

v. Auditor's Report - A complete annual financial statement outlining the financial status of the Project, which shall also include a certification of Total Project Cost and clear computation of the annual non-accrued Net Profit and annual Excess Profit due to the City, if any. The contents of the Auditor's Report shall have been prepared in conformity with generally accepted accounting principles and shall contain at a minimum the following: a balance sheet, a statement of income, a statement of retained earnings or changes in stockholders' equity, a statement of cash flows, descriptions of accounting policies, notes to financial statements and appropriate schedules and explanatory material results of operations, cash flows and any other items required by Law. The Auditor's Report shall be certified as to its conformance with such principles by a certified public accountant who is licensed to practice that profession in the State of New Jersey.

vi. Certificate of Occupancy - A document, whether temporary or permanent, issued by the City authorizing occupancy of a building, in whole or in part, pursuant to N.J.S.A. 52:27D-133.

vii. Debt Service - The amount required to make annual payments of principal and interest or the equivalent thereof on any construction mortgage, permanent mortgage or other financing including returns on institutional equity financing and market rate related party debt for the Project for a period equal to the term of this Agreement.

viii. Default - Shall be a breach of or the failure of the Entity to perform any obligation

imposed upon the Entity by the terms of this Agreement, or under the Law, beyond any applicable grace or cure periods.

ix. Entity - The term Entity within this Agreement shall mean Ash Urban Renewal Development, LLC, which Entity is formed and qualified pursuant to N.J.S.A. 40A:20-5. It shall also include any subsequent purchasers or successors in interest of the Project, provided they are formed and operate under the Law.

x. Improvements or Project - Any building, structure or fixture permanently affixed to the land and to be constructed and tax exempted under this Agreement.

xi. In Rem Tax Foreclosure or Tax Foreclosure - A summary proceeding by which the City may enforce a lien for taxes due and owing by tax sale, under N.J.S.A. 54:5-1 to 54:5-129 et seq.

xii. Land Taxes - The amount of taxes assessed on the value of land, on which the project is located and, if applicable, taxes on any pre-existing improvements. Land Taxes are not exempt; however, Land Taxes are applied as a credit against the Annual Service Charge.

xiii. Land Tax Payments - Payments made on the quarterly due dates, including approved grace periods if any, for Land Taxes as determined by the Tax Assessor and the Tax Collector.

xiv. Law - Law shall refer to the Long Term Tax Exemption Law, as amended and supplemented, N.J.S.A. 40A:20-1, et seq.; Executive Order of the Mayor 15-007, relating to long term tax exemption, as it may be supplemented; Ordinance 02-075 requiring Disclosure of Lobbyist Status and Ordinance \_\_\_\_\_, which authorized the execution of this Agreement and all other relevant Federal, State or City statutes, ordinances, resolutions, rules and regulations.

xvi. Minimum Annual Service Charge - The Minimum Annual Service Charge shall be (a) until Substantial Completion the amount of the total taxes levied against all real property in the area covered by the Project in the last full tax year in which the area was subject to taxation, which amount the parties agree is \$46,206; and (b) upon Substantial Completion, the sum of \$259,550 per year, which sum is equal to the estimated Annual Service Charge.

Following Substantial Completion, the Minimum Annual Service Charge set forth in subsection (b) shall be paid in each year in which the Annual Service Charge, calculated

pursuant to N.J.S.A. 40A:20-12 or this Agreement, would be less than the Minimum Annual Service Charge.

xvi. Net Profit - The Annual Gross Revenues of the Entity less all annual operating and non-operating expenses of the Entity, all determined in accordance with generally accepted accounting principles, but:

(1) there shall be included in expenses: (a) all Annual Service charges paid pursuant to N.J.S.A. 40A:20-12; (b) all annual payments to the City of excess profits pursuant to N.J.S.A. 40A:20-15 or N.J.S.A. 40A:20-16; (c) an annual amount sufficient to amortize (utilizing the straight line method-equal annual amounts) the Total Project Cost and all capital costs determined in accordance with generally accepted accounting principles, of any other entity whose revenue is included in the computation of excess profits over the term of this agreement; (d) all reasonable annual operating expenses of the Entity and any other entity whose revenue is included in the computation of excess profits including the cost of all management fees, brokerage commissions, insurance premiums, all taxes or service charges paid, legal, accounting, or other professional service fees, utilities, building maintenance costs, building and office supplies and payments into repair or maintenance reserve accounts; (e) all payments of rent including but not limited to ground rent by the Entity; (f) all debt service; and

(2) there shall not be included in expenses either depreciation or obsolescence, interest on debt, except interest which is part of debt service, income taxes or salaries, bonuses or other compensation paid, directly or indirectly to directors, officers and stockholders of the entity, or officers, partners or other persons holding a proprietary ownership interest in the entity.

xvii. Pronouns - He or it shall mean the masculine, feminine or neuter gender, the singular, as well as the plural, as context requires.

xviii. Substantial Completion - The determination by the City that the Project, in whole or in part, is ready for the use intended, which ordinarily shall mean the first date on which the Project receives, or is eligible to receive, any Certificate of Occupancy whether temporary or permanent for any portion of the Project.

xix. Termination - Any act or omission which by operation of the terms of this Financial Agreement shall cause the Entity to relinquish its tax exemption.

xx. Total Project Cost - The total cost of constructing the Project through the date a

Certificate(s) of Occupancy is issued for the entire Project, which categories of cost are set forth in N.J.S.A. 40A:20-3(h). Total Project Cost shall include the actual costs incurred by the Entity and certified by an independent and qualified architect or engineer, which are associated with site remediation and cleanup of environmentally hazardous materials or contaminants in accordance with State or Federal law and any extraordinary costs incurred including the cost of demolishing structures, relocation or removal of public utilities, cost of relocating displaced residents or buildings and the clearing of title.

## **ARTICLE II - APPROVAL**

### **Section 2.1 Approval of Tax Exemption**

The City hereby grants its approval for a tax exemption for all the Improvements to be constructed and maintained in accordance with the terms and conditions of this Agreement and the provisions of the Law which Improvements shall be constructed on certain property known on the Official Tax Assessor's Map of the City as: Block 17502, Lot 1.01 (f/k/a Block 17502, Lots 1-12), more commonly known by the street addresses of 2-16 Ash Street and 442-446 Whiton Street, Jersey City, and described by metes and bounds in Exhibit 1 attached hereto.

### **Section 2.2 Approval of Entity**

Approval is granted to the Entity whose Certificate of Formation is attached hereto as Exhibit 4. Entity represents that its Certificate contains all the requisite provisions of the Law; has been reviewed and approved by the Commissioner of the Department of Community Affairs; and has been filed with, as appropriate, the Office of the State Treasurer or Office of the Hudson County Clerk, all in accordance with N.J.S.A. 40A:20-5.

### **Section 2.3 Improvements to be Constructed**

Entity represents that it will construct a six (6) story building with approximately ninety-three (93) market rate residential rental units and a parking garage unit to contain approximately sixty-five (65) parking spaces; all of which is specifically described in the Application attached hereto as Exhibit 3.

### **Section 2.4 Construction Schedule**

The Entity agrees to diligently undertake to commence construction and complete the Project in accordance with the Estimated Construction Schedule, attached hereto as Exhibit 5, and in compliance with any Redevelopment Agreement.

## **Section 2.5 Ownership, Management and Control**

The Entity represents that it is the owner of the property upon which the Project is to be constructed. Upon construction, the Entity represents that the Improvements will be used, managed and controlled for the purposes set forth in this Agreement and any Redevelopment Agreement.

## **Section 2.6 Financial Plan**

The Entity represents that the Improvements shall be financed in accordance with the Financial Plan attached hereto as Exhibit 6. The Plan sets forth a good faith estimate of Total Project Cost, the amortization rate on the Total Project Cost, the source of funds, the interest rates to be paid on construction financing, the source and amount of paid-in capital, and the terms of any mortgage amortization.

## **Section 2.7 Good Faith Estimate of Initial Rents**

The Entity represents that its good faith projections of the initial rents and other revenue to the Project are set forth in Exhibit 7.

# **ARTICLE III - DURATION OF AGREEMENT**

## **Section 3.1 Term**

So long as there is compliance with the Law and this Agreement, it is understood and agreed by the parties hereto that this Agreement shall remain in effect for the earlier of 25 years from the date of the adoption of Ordinance \_\_\_\_\_ on \_\_\_\_\_, 2016, which approved the tax exemption or 20 years from the original date of Substantial Completion of the Project. The tax exemption shall only be effective during the period of usefulness of the Project and shall continue in force only while the Project is owned by a corporation or association formed and operating under the Law.

# **ARTICLE IV - ANNUAL SERVICE CHARGE**

## **Section 4.1 Annual Service Charge**

In consideration of the tax exemption, the Entity shall make the following annual payments to the City for services provided to the Project:

- i. City Service Charge: an amount equal to the greater of: the Minimum Annual Service Charge or an Annual Service Charge equal to 12.5% of the Annual Gross Revenue. The Annual Service Charge shall be billed initially based upon the Entity's estimates of Annual

Gross Revenue, attached hereto as Exhibit 6. Thereafter, the Annual Service Charge shall be adjusted in accordance with this Agreement.

ii. County Service Charge: an amount equal to 5% of the Municipal Annual Service Charge shall be paid to the City and remitted by the City to the County.

iii. The Minimum Annual Service Charge pursuant to Section 1.2xv(a) shall be due beginning on the effective date of this Agreement. The Minimum Annual Service Charge pursuant to Section 1.2xv(b) shall be due upon Substantial Completion of the Project. The City Service Charge and the County Annual Service Charge shall be due on the first day of the month following the Substantial Completion of the Project. In the event the Entity fails to timely pay the Minimum Annual Service Charge or the Annual Service Charge, the unpaid amount shall bear the highest rate of interest permitted in the case of unpaid taxes or tax liens on land until paid.

#### **Section 4.2 Staged Adjustments**

The Annual Service Charge shall be adjusted, in Stages over the term of the tax exemption in accordance with N.J.S.A. 40A:20-12(b) as follows:

i. Stage One: From the 1st day of the month following Substantial Completion until the last day of the 6th year, the Annual Service Charge shall be 12% of Annual Gross Revenue;

ii. Stage Two: Beginning on the 1<sup>st</sup> day of the 7th year following Substantial Completion until the last day of the 9th year, an amount equal to the greater of the Annual Service Charge or 20% of the amount of the taxes otherwise due on the assessed value of the land and Improvements;

iii. Stage Three: Beginning on the 1<sup>st</sup> day of the 10th year following the Substantial Completion until the last day of the 12th year, an amount equal to the greater of the Annual Service Charge or 40% of the amount of the taxes otherwise due on the assessed value of the land and Improvements;

iv. Stage Four: Beginning on the 1<sup>st</sup> day of the 13th year following Substantial Completion until the last day of the 16th year, an amount equal to the greater of the Annual Service Charge or 60% of the amount of the taxes otherwise due on the assessed value of the land and Improvements;

v. Final Stage: Beginning on the 1st day of the 17th year following Substantial

Completion through the date the tax exemption expires, an amount equal to the greater of the Annual Service Charge or 80% of the amount of the taxes otherwise due on the assessed value of the land and Improvements.

#### **Section 4.3 Land Tax**

The Entity is required to pay both the Annual Service Charge and the Land Tax Payments. The Entity is obligated to make timely Land Tax Payments, including any tax on the pre-existing improvements, in order to be entitled to a Land Tax credit against the Annual Service Charge for the subsequent year. The Entity shall be entitled to credit for the amount, without interest, of the Land Tax Payments made in the last four preceding quarterly installments against the Annual Service Charge. In any quarter that the Entity fails to make any Land Tax Payments when due and owing, such delinquency shall render the Entity ineligible for any Land Tax Payment credit against the Annual Service Charge. No credit will be applied against the Annual Service Charge for a partial payment of Land Taxes. In addition, the City shall have, among this remedy and other remedies, the right to proceed against the property pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:5-1, et seq. and/or declare a Default and terminate this Agreement.

#### **Section 4.4 Quarterly Installments / Interest**

The Entity expressly agrees that the Annual Service Charge shall be made in quarterly installments on those dates when real estate tax payments are due; subject, nevertheless, to adjustment for over or underpayment within thirty (30) days after the close of each calendar year. In the event that the Entity fails to pay the Annual Service Charge or any other charge due under this agreement, the unpaid amount shall bear the highest rate of interest permitted in the case of unpaid taxes or tax liens on the land until paid in full.

#### **Section 4.5 Administrative Fee**

The Entity shall also pay an annual Administrative Fee to the City in addition to the Annual Service Charge and Land Tax levy. The Administrative Fee shall be calculated as two (2%) percent of each prior year's Annual Service Charge. This fee shall be payable and due on or before December 31st of each year, and collected in the same manner as the Annual Service



Charge.

#### **Section 4.6 Affordable Housing Contribution and Remedies**

A. **Contribution.** The Entity will pay the City the sum of \$139,500 or \$1,500 per unit x 93 units; and \$14,820 or \$1.50 x 9,880 square feet of parking space; for a total of \$154,320 as a contribution. The sum shall be due and payable as follows:

- i. 1/3 on or before the effective adoption date of the Ordinance approving the tax exemption;
- ii. 1/3 on or before the issuance of the first of any construction permit for the Project, but no later than six months after the date of the Financial Agreement; and
- iii. 1/3 on or before the date the first of any Certificate of Occupancy is issued for the Project, but no later than twenty-four (24) months after the date of the Financial Agreement.

#### **Section 4.7 Material Conditions**

It is expressly agreed and understood that the timely payments of Land Taxes, Minimum Annual Service Charges, Annual Service Charges, including Annual Net Profits and any adjustments thereto, Administrative Fees, Affordable Housing Contributions, and any interest thereon, are Material Conditions of this Agreement.

### **ARTICLE V - PROJECT EMPLOYMENT AND CONTRACTING AGREEMENT**

#### **Section 5.1 Project Employment and Contracting Agreement**

In order to provide City residents and businesses with certain employment and other economic related opportunities, the Entity is subject to the terms and conditions of the Project Employment and Contracting Agreement, attached hereto as Exhibit 8.

#### **Section 5.2 Project Labor Agreement (Projects with construction costs exceeding \$25 million)**

The Entity certified that the construction costs will not exceed \$25 million and therefore a Project Labor Agreement (PLA) is not required. Notwithstanding the Entity must comply with Chapter 304-34(C) of the Municipal Code and provide certification of its construction costs. In the event that the construction costs do exceed the \$25 million threshold, the Entity shall be required to pay the damages as set forth in Chapter 304-37(3) of the Municipal Code.

The Entity will also be required to execute a Project Labor Agreement as required by Section 304-33 of the Jersey City Municipal Code as it exists or as it may be amended from time to time.

**Section 5.3 Living Wage Mandate (Projects with construction costs exceeding \$25 million)**

If the Entity's construction costs do exceed \$25 million the Entity must comply with the requirements of Section 3-76 of the Jersey City Municipal Code concerning required wage, benefit and leave standards for building service workers. Under the code, janitors and unarmed security guards employed at the Projects, including by any and all tenants or subtenants of the developer, shall not be paid less than the standard hourly rate of pay and benefits for their respective classifications and shall be provided with paid leave in accordance with the provisions of the Jersey City Municipal Code Section 3-51G(1).

**ARTICLE VI - CERTIFICATE OF OCCUPANCY**

**Section 6.1 Certificate of Occupancy**

It is understood and agreed that it shall be the obligation of the Entity to obtain all Certificates of Occupancy in a timely manner so as to complete construction in accordance with the proposed construction schedule attached hereto as Exhibit 5. The failure to secure the Certificates of Occupancy shall subject the Property to full taxation upon Substantial Completion.

**Section 6.2 Filing of Certificate of Occupancy**

It shall be the primary responsibility of the Entity to forthwith file with both the Tax Assessor and the Tax Collector a copy of each Certificate of Occupancy.

Failure of the Entity to file such issued Certificate of Occupancy as required by the preceding paragraph, shall not militate against any action or non-action, taken by the City, including, if appropriate retroactive billing with interest for any charges determined to be due, in the absence of such filing by the Entity.

**Section 6.3 Construction Permits**

The estimated cost basis disclosed by the Entity's application and proposed Financial Agreement may, at the option of the City, be used as the basis for the construction cost in the

issuance of any construction permit for the Project.

## **ARTICLE VII - ANNUAL REPORTS**

### **Section 7.1 Accounting System**

The Entity agrees to maintain a system of accounting and internal controls established and administered in accordance with generally accepted accounting principles.

### **Section 7.2 Periodic Reports**

A. Auditor's Report: Within ninety (90) days after the close of each fiscal or calendar year, depending on the Entity's accounting basis that the Agreement shall continue in effect, the Entity shall submit to the Mayor and Municipal Council and the NJ Division of Local Government Services in the Department of Community Affairs, its Auditor's Report for the preceding fiscal or calendar year. The Auditor's Report shall include, but not be limited to gross revenue, and the terms and interest rate on any mortgage(s) associated with the purchase or construction of the Project and such details as may relate to the financial affairs of the Entity and to its operation and performance hereunder, pursuant to the Law and this Agreement. The Report shall clearly identify and calculate the Net Profit for the Entity during the previous year, the excess of which shall be paid to the City each year an excess profit is generated.

B. Total Project Cost Audit: Within ninety (90) days after Substantial Completion of the Project, the Entity shall submit to the Mayor, Municipal Council, the Tax Collector and the City Clerk, who shall advise those municipal officials required to be advised, an audit of Total Project Cost, including but not limited to an audit of actual construction costs as certified by the Project architect.

C. Disclosure Statement: On the anniversary date of the execution of this Agreement, and each and every year thereafter while this agreement is in effect, the Entity shall submit to the Municipal Council, the Tax Collector and the City Clerk, who shall advise those municipal officials required to be advised, a Disclosure Statement listing the persons having an ownership interest in the Project, and the extent of the ownership interest of each and such additional information as the City may request from time to time. All disclosures shall include ownership interests of the individual persons owning any corporate interest in the Entity.

### **Section 7.3 Inspection/Audit**

The Entity shall permit the inspection of its property, equipment, buildings and other facilities of the Project and, if deemed appropriate or necessary, any other related Entity by representatives duly authorized by the City or the NJ Division of Local Government Services in the Department of Community Affairs. It shall also permit, upon request, examination and audit of its books, contracts, records, documents and papers. Such examination or audit shall be made during the reasonable hours of the business day, in the presence of an officer or agent designated by the Entity for any year during which the tax exemption financial agreement was in full force and effect.

All costs incurred by the City to conduct a review of the Entity's audits, including reasonable attorneys' fees if appropriate, shall be billed to the Entity and paid to the City as part of the Entity's Annual Service Charge. Delinquent payments shall accrue interest at the same rate as for a delinquent service charge.

#### **ARTICLE VIII- LIMITATION OF PROFITS AND RESERVES**

##### **Section 8.1 Limitation of Profits and Reserves**

During the period of tax exemption as provided herein, the Entity shall be subject to a limitation of its profits pursuant to the provisions of N.J.S.A. 40A:20-15.

The Entity shall have the right to establish a reserve against vacancies, unpaid rentals, and reasonable contingencies in an amount equal to five (5%) percent of the Gross Revenue of the Entity for the last full fiscal year preceding the year and may retain such part of the Excess Net Profits as is necessary to eliminate a deficiency in that reserve, as provided in N.J.S.A. 40A:20-15. The reserve is to be non-cumulative, it being intended that no further credits thereto shall be permitted after the reserve shall have attained the allowable level of five (5%) percent of the preceding year's Gross Revenue.

##### **Section 8.2 Annual Payment of Excess Net Profit**

In the event the Net Profits of the Entity, in any year, exceeds the Allowable Net Profits for such year, then the Entity, within one hundred and twenty (120) days after the end of the year, shall pay such excess Net Profits to the City as an additional annual service charge; provided, however, that the Entity may maintain a reserve as determined pursuant to aforementioned paragraph 8.1. The calculation of the Entity's Excess Net Profits shall include

those project costs directly attributable to site remediation and cleanup expenses and any other costs excluded in the definition of Total Project Cost in Section 1.2 (xx) of this Agreement even though those costs may have been deducted from the project costs for purposes of calculating the annual service charge.

### **Section 8.3 Payment of Reserve/ Excess Net Profit Upon Termination, Expiration or Sale**

The date of termination, expiration or sale shall be considered to be the close of the fiscal year of the Entity. Within ninety (90) days after such date, the Entity shall pay to the City the amount of the reserve, if any, maintained by it pursuant to this section and the balance of the Excess Net Profit, if any.

## **ARTICLE IX - ASSIGNMENT AND/OR ASSUMPTION**

### **Section 9.1 Approval of Sale**

Any sale or transfer of the Project, shall terminate the agreement unless approved in advance by Ordinance of the Municipal Council. It is understood and agreed that the City, on written application by the Entity, will not unreasonably withhold its consent to a sale of the Project and the transfer of this Agreement provided 1) the new Entity does not own any other Project subject to long term tax exemption at the time of transfer; 2) the new Entity is formed and eligible to operate under the Law; 3) the Entity is not then in default of this Agreement or the Law; 4) the Entity's obligations under this Agreement are fully assumed by the new Entity; 5) the Entity pays in full the maximum transfer fee, 2% of the Annual Service Charge, as permitted by N.J.S.A. 40A:20-10(d); and 6) as to projects that are not Substantially Complete, the Entity is comprised of principals possessing substantially the same or better financial qualifications and credit worthiness as the Entity.

Nothing herein shall prohibit any transfer of the ownership interest in the Entity itself provided that the transfer, if greater than 10%, is disclosed to the City in the annual disclosure statement or in correspondence sent to the City in advance of the filing of the annual disclosure statement.

### **Section 9.2 Transfer Application Fee**

Where the consent or approval of the City is sought for approval of a change in

ownership or sale or transfer of the Project, the Entity shall be required to pay to the City a new tax exemption application fee for the legal and administrative services of the City, as it relates to the review, preparation and/or submission of documents to the Municipal Council for appropriate action on the requested assignment. The fee shall be non-refundable.

## **ARTICLE X - COMPLIANCE**

### **Section 10.1 Operation**

During the term of this Agreement, the Project shall be maintained and operated in accordance with the provisions of the Law. Operation of Project under this Agreement shall not only be terminable as provided by N.J.S.A. 40A:20-1, et seq., as amended and supplemented, but also by a Default under this Agreement. The Entity's failure to comply with the Law shall constitute a Default under this Agreement and the City shall, among its other remedies, have the right to terminate the tax exemption.

### **Section 10.2 Disclosure of Lobbyist Representative**

During the term of this Agreement, the Entity must comply with Executive Order 2015-007, and Ordinance 02-075, requiring Written Disclosure of Lobbyist Representative Status. The Entity's failure to comply with the Executive Order or the Ordinance shall constitute a Default under this Agreement and the City shall, among its other remedies, have the right to terminate the tax exemption.

## **ARTICLE XI - DEFAULT**

### **Section 11.1 Default**

Default shall be failure of the Entity to conform with the terms of this Agreement or failure of the Entity to perform any obligation imposed by the Law, beyond any applicable notice, cure or grace period.

### **Section 11.2 Cure Upon Default**

Should the Entity be in Default, the City shall send written notice to the Entity of the Default [Default Notice]. The Default Notice shall set forth with particularity the basis of the alleged Default. The Entity shall have thirty (30) days, from receipt of the Default Notice, to cure any Default which shall be the sole and exclusive remedy available to the Entity. However, if, in the reasonable opinion of the City, the Default cannot be cured within sixty (60) days using

reasonable diligence, the City will extend the time to cure.

Subsequent to such thirty (30) days, or any approved extension, the City shall have the right to terminate this Agreement in accordance with Section 12.1.

Should the Entity be in default due to a failure to pay any charges defined as Material Conditions in Section 4.7, or a sale of the Project occurs without the consent of the City, the Entity shall not be subject to the default procedural remedies as provided herein but shall allow the City to proceed immediately to terminate the Agreement as provided in Article XII herein.

### **Section 11.3 Remedies Upon Default**

The City shall, among its other remedies, have the right to proceed against the property pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:5-1, et seq. In order to secure the full and timely payment of the Annual Service Charge, the City on its own behalf, or on behalf of the Trustee, reserves the right to prosecute an In Rem Tax Foreclosure action against the Project Area in accordance with Applicable Law, as more fully set forth in this Financial Agreement.

In addition, the City may declare a Default and terminate this Agreement. Any default arising out of the Entity's failure to pay Land Taxes, the Minimum Annual Service Charge, Administrative Fees, Affordable Housing Contribution, or the Annual Service Charges shall not be subject to the default procedural remedies as provided herein, but shall allow the City to proceed immediately to terminate the Agreement as provided herein. All of the remedies provided in this Agreement to the City, and all rights and remedies granted to it by law and equity shall be cumulative and concurrent. No termination of any provision of this Agreement shall deprive the City of any of its remedies or actions against the Entity because of its failure to pay Land Taxes, the Minimum Annual Service Charge, Annual Service Charge, Affordable Housing Contribution or Administrative Fees. This right shall apply to arrearages that are due and owing at the time or which, under the terms hereof, would in the future become due as if there had been no termination. Further, the bringing of any action for Land Taxes, the Minimum Annual Service Charge, the Annual Service Charge, Affordable Housing Contribution, Administrative Fees, or for breach of covenant or the resort to any other remedy herein provided for the recovery of Land Taxes shall not be construed as a waiver of the rights to terminate the tax exemption or proceed with a tax sale or Tax Foreclosure action or any other specified

remedy.

In the event of a Default on the part of the Entity to pay any charges set forth in Article IV, the City among its other remedies, reserves the right to proceed against the Entity's land and property, in the manner provided by the In Rem Foreclosure Act, and any act supplementary or amendatory thereof. Whenever the word taxes appear, or is applied, directly or impliedly to mean taxes or municipal liens on land, such statutory provisions shall be read, as far as is pertinent to this Agreement, as if the charges were taxes or municipal liens on land.

## **ARTICLE XII- TERMINATION**

### **Section 12.1 Termination Upon Default of the Entity**

In the event the Entity fails to cure or remedy the Default within the time period provided in Section 11.2, the City may terminate this Agreement upon thirty (30) days written notice to the Entity [Notice of Termination].

### **Section 12.2 Voluntary Termination by the Entity**

The Entity may notify the City that it will relinquish its status as a tax exempt Project, after the expiration of one year from the Substantial Completion of the Project, as of the January 1<sup>st</sup> of the year next ensuing. The Notice of Voluntary Termination must be received by the City no later than October 1<sup>st</sup> of the tax year preceding the calendar year in which the termination is to occur. As of the date so set, the tax exemption, the Annual Service Charges and the profit and dividend restrictions shall terminate. However, under no circumstances will the Entity be entitled to any refund, in whole or in part, of any funds paid to the City to obtain the tax exemption, including but not limited to the Affordable Housing Contribution. In addition, the due date for all Affordable Housing Contribution and any other fees that the Entity agreed to pay under this Agreement, shall be accelerated so that all fees to be paid shall be due on January 1<sup>st</sup> as a condition precedent of the voluntary termination.

### **Section 12.3 Final Accounting**

Within ninety (90) days after the date of termination, whether by affirmative action of the Entity or by virtue of the provisions of the Law or pursuant to the terms of this Agreement, the Entity shall provide a final accounting and pay to the City the reserve, if any, pursuant to the provisions of N.J.S.A. 40A:20-13 and 15 as well as any remaining excess Net Profits. For



purposes of rendering a final accounting the termination of the Agreement shall be deemed to be the end of the fiscal year for the Entity.

#### **Section 12.4 Conventional Taxes**

Upon Termination or expiration of this Agreement, the tax exemption for the Project shall expire and the land and the Improvements thereon shall thereafter be assessed and conventionally taxed according to the general law applicable to other nonexempt taxable property in the City.

### **ARTICLE XIII - DISPUTE RESOLUTION**

#### **Section 13.1 Arbitration**

In the event of a breach of the within Agreement by either of the parties hereto or a dispute arising between the parties in reference to the terms and provisions as set forth herein, either party may apply to the Superior Court of New Jersey by an appropriate proceeding, to settle and resolve the dispute in such fashion as will tend to accomplish the purposes of the Law. In the event the Superior Court shall not entertain jurisdiction, then the parties shall submit the dispute to the American Arbitration Association in New Jersey to be determined in accordance with its rules and regulations in such a fashion to accomplish the purpose of the Long Term Tax Exemption Law. The cost for the arbitration shall be borne by the Entity. The parties agree that the Entity may not file an action in Superior Court or with the Arbitration Association unless the Entity has first paid in full all charges defined in Section 4.7 as Material Conditions.

### **ARTICLE XIV - WAIVER**

#### **Section 14.1 Waiver**

Nothing contained in this Financial Agreement or otherwise shall constitute a waiver or relinquishment by the City of any rights and remedies, including, without limitation, the right to terminate the Agreement and tax exemption for violation of any of the conditions provided herein. Nothing herein shall be deemed to limit the City's right to audit or recover any amount which the City has under law, in equity, or under any provision of this Agreement.

## **ARTICLE XV - INDEMNIFICATION**

### **Section 15.1 Defined**

It is understood and agreed that in the event the City shall be named as party defendant in any action by a third party alleging any breach, default or a violation of any of the provisions of this Agreement and/or the provisions of N.J.S.A. 40A:20-1 et seq., the Entity shall indemnify and hold the City harmless against any and all liability, loss, cost, expense (including reasonable attorneys' fees and costs), arising out of this Agreement. In addition, the Entity expressly waives all statutory or common law defenses or legal principles which would defeat the purposes of this indemnification. The Entity also agrees to defend the suit at its own expense. However, the City maintains the right to intervene as a party thereto, to which intervention the Entity consents; the expense thereof to be borne by the City.

## **ARTICLE XVI- NOTICE**

### **Section 16.1 Certified Mail**

Any notice required hereunder to be sent by either party to the other shall be sent by certified or registered mail, return receipt requested.

### **Section 16.2 Sent by City**

When sent by the City to the Entity the notice shall be addressed to:

Ash Urban Renewal Development, LLC  
30A Vreeland Road  
Florham Park, NJ 07932  
Attn: Raphael Salerno

and

DeCotiis, FitzPatrick & Cole, LLP  
Glenpointe Centre West  
500 Frank W. Burr Boulevard, Suite 31  
Teaneck, NJ 07666  
Attn: Michael DeCotiis, Esq.

unless prior to giving of notice the Entity shall have notified the City in writing otherwise.

In addition, provided the City is sent a formal written notice in accordance with this Agreement, of the name and address of Entity's Mortgagee, the City agrees to provide such Mortgagee with a copy of any notice required to be sent to the Entity.

### **Section 16.3 Sent by Entity**

When sent by the Entity to the City, it shall be addressed to:

City of Jersey City, Office of the City Clerk  
City Hall  
280 Grove Street  
Jersey City, New Jersey 07302,

with copies sent to the Corporation Counsel, the Business Administrator, and the Tax Collector unless prior to the giving of notice, the City shall have notified the Entity otherwise. The notice to the City shall identify the Project to which it relates, (i.e., the Urban Renewal Entity and the Property's Block and Lot number).

## **ARTICLE XVII-SEVERABILITY**

### **Section 17.1 Severability**

If any term, covenant or condition of this Agreement or the Application, except a Material Condition, shall be judicially declared to be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

If a Material Condition shall be judicially declared to be invalid or unenforceable and provided the Entity is not in Default of this Agreement, the parties shall cooperate with each other to take the actions reasonably required to restore the Agreement in a manner contemplated by the parties and the Law. This shall include, but not be limited to the authorization and re-execution of this Agreement in a form reasonably drafted to effectuate the original intent of the parties and the Law. However, the City shall not be required to restore the Agreement if it would modify a Material Condition, the amount of the periodic adjustments or any other term of this Agreement which would result in any economic reduction or loss to the City.

## **ARTICLE XVIII - MISCELLANEOUS**

### **Section 18.1 Construction**

This Agreement shall be construed and enforced in accordance with the laws of the State

of New Jersey, and without regard to or aid of any presumption or other rule requiring construction against the party drawing or causing this Agreement to be drawn since counsel for both the Entity and the City have combined in their review and approval of same.

#### **Section 18.2 Conflicts**

The parties agree that in the event of a conflict between the Application and the language contained in the Agreement, the Agreement shall govern and prevail. In the event of conflict between the Agreement and the Law, the Law shall govern and prevail.

#### **Section 18.3 Oral Representations**

There have been no oral representations made by either of the parties hereto which are not contained in this Agreement. This Agreement, the Ordinance authorizing the Agreement, and the Application constitute the entire Agreement between the parties and there shall be no modifications thereto other than by a written instrument approved and executed by both parties and delivered to each party.

#### **Section 18.4 Entire Document**

This Agreement and all conditions in the Ordinance of the Municipal Council approving this Agreement are incorporated in this Agreement and made a part hereof.

#### **Section 18.5 Good Faith**

In their dealings with each other, utmost good faith is required from the Entity and the City.

### **ARTICLE XIX - EXHIBITS**

#### **Section 19 Exhibits**

The following Exhibits are attached hereto and incorporated herein as if set forth at length herein:

1. Metes and Bounds description of the Project;
2. Ordinance of the City authorizing the execution of this Agreement;
3. The Application with Exhibits;
4. Certificate of the Entity;
5. Estimated Construction Schedule;
6. The Financial Plan for the undertaking of the Project;
7. Good Faith Estimate of Initial Rents;
8. Project Employment and Contracting Agreement;
9. Architect's Certification of Actual Construction Costs.

10. Entity's Deed.

**IN WITNESS WHEREOF**, the parties have caused these presents to be executed the day and year first above written.

**WITNESS:**

**ASH URBAN RENEWAL DEVELOPMENT, LLC**

\_\_\_\_\_

\_\_\_\_\_

**ATTEST:**

**CITY OF JERSEY CITY**

\_\_\_\_\_  
**ROBERT BYRNE**  
**CITY CLERK**

\_\_\_\_\_  
**ROBERT KAKOLESKI**  
**BUSINESS ADMINISTRATOR**

## **PROJECT EMPLOYMENT & CONTRACTING AGREEMENT**

This Project Employment & Contracting Agreement is made as of the \_\_\_\_ day of \_\_\_\_, 2016, between the **CITY OF JERSEY CITY** [City] having its principal office at 280 Grove Street, Jersey City, NJ 07302, and **ASH URBAN RENEWAL DEVELOPMENT, LLC** [Recipient], having its principal office at 30A Vreeland Road, Florham Park, NJ 07932.

### **I. Definitions:**

The following words and terms, when used in this agreement, shall have the following meanings unless the context clearly indicates otherwise.

1. "City" means the Business Administrator of the City of Jersey City, or his designee, including any person or entity which enters into an agreement with the City to implement, in whole or in part, this agreement.
2. "Contractor" means any party performing or offering to perform a prime contract on behalf of the Recipient.
3. Construction Contract means any agreement for the erection, repair, alteration or demolition of any building, structure, bridge, roadway or other improvement on a Project Site.
4. "DEO" means the Division of Economic Opportunity under the Department of Administration, located at 280 Grove Street. DEO is in charge of Project Employment & Contracting coordination and monitoring on projects receiving abatements.
5. "Economic Incentive" means a tax abatement or tax exemption for a property or project which requires approval of the Municipal Council.
6. "Employment" includes positions created as a result of internal promotions, terminations, or expansions within the Recipient's work force which are to be filled by new employees. However, positions filled through promotion from within the Recipient's existing work force are not covered positions under this agreement.
7. Jersey City Employment and Training Corporation or "JCEPT" means the non-profit quasi public Entity with whom the City has an operating agreement to undertake certain employment services.
8. "Local Business" means a bona fide business located in Jersey City.
9. "Minority" means a person who is defined as such under federal or state law.

10. "Minority or Woman Owned Local Business" means a bona fide business located in Jersey City which is fifty-one (51%) percent or more owned and controlled by either a Minority or woman.
11. "Permanent Jobs" mean newly created long term salaried positions, whether permanent, temporary, part time or seasonal.
12. "Project or Project Site" means the specific work location or locations specified in the contract.
13. The "Project Employment & Contracting Coordinator" or "Coordinator" is the employee in the Department of Administration, who is in charge of overseeing compliance of Project Employment & Contracting Agreements. Contractors and developers engaged in projects covered by Project Employment & Contracting Agreements will direct inquiries to the Coordinator. The Coordinator may incorporate referrals from JCEPT or its One-Stop Career Center if the City's agreement with JCEPT so provides.
14. The "Project Employment & Contracting Monitor" or "Monitor" is the employee in the Department of Administration who is in charge of monitoring the site, collecting the reports and documentation, and other day-to-day Project Employment & Contracting administration as stipulated by this agreement.
15. The "Receipt's Officer" is an employee of the Recipient who is designated by the Recipient to make sure the Recipient is in compliance with the Recipient's Project Employment & Contracting agreement.
16. "Recipient" means any individual, partnership, association, organization, corporation or other entity, whether public or private, or for profit or non-profit, or agent thereof, which receives an Economic Incentive also referred to as a developer.
17. "The Registry" or "Jersey City Employment Registry" means a data base maintained by the City or its designee, of Jersey City residents seeking employment and Local Businesses, including Minority or Woman Owned Local Businesses, seeking contracts.
18. "Subcontract" means a binding legal relationship involving performance of a contract that is part of a prime contract.
19. "Subcontractor" means a third party that is engaged by the prime Contractor to perform under a subcontract all or part of the work included in an original contract.
20. "Substantial Completion" means the determination by the City that the Project, in whole or in part, is ready for the use intended, which ordinarily shall mean the date on which the Project receives, or is eligible to receive any Certificate of Occupancy for any portion of the Project.

## **II. Purpose: Construction Jobs, Business Contracting, Permanent Jobs**

The City wishes to assure continuing employment opportunities for City residents, particularly residents who are Minorities, and business opportunities for Local Businesses, especially Minority and Women Owned Local Businesses, with employers located in or relocating to the City who are the Recipients of Economic Incentives. The City has determined to accomplish that goal by requiring the Recipient of an Economic Incentive to act in Good Faith, as defined herein, and discharge its obligations under this Agreement. To the extent mandated by State and Federal law and so long as the Entity discharges its Good Faith obligations under this agreement, the City acknowledges that the Recipient and its contractors are free to hire whomever they choose.

Because this project is not subject to the terms of a Project Labor Agreement during construction, this agreement shall apply to all Construction Jobs, Business Contracts and non-construction Permanent Jobs. Recipients are also required to notify any commercial tenants of employment services available from the City.

## **III. Recipient Designee:**

The Recipient shall designate a principal officer of its firm to be responsible for administering the agreement detailed herein and to report to and confer with the City in order to discharge its Good Faith obligations as defined in this agreement. This officer should be designated as the Project Employment & Contracting Officer.

The Recipient shall send a letter designating its "Project Employment & Contracting Compliance Officer" to the Project Employment & Contracting Coordinator prior to any preconstruction meetings. An example of this letter can be found in Exhibit A. This Officer should also be present for all preconstruction meetings.

The Recipient should send a letter regarding the "Project Employment & Contracting Compliance Officer" to the employees of the Recipient's company. An example of this letter can be found in Exhibit B.

## **IV. Term:**

This agreement shall be in effect for a period co-terminus with the effective period of the tax exemption [the Economic Incentive]. Thus, it will commence on the date the City Council adopted Ordinance \_\_\_\_\_, approving the tax exemption and terminate the earlier of 25 years from the date of the adoption of that Ordinance or 20 years from the date of Substantial Completion of the Project.

## **V. Required Goals:**

In the event the Recipient is able to demonstrate that its work force already meets the goals set forth below or is able to meet such goals during the term of this agreement, the



Recipient shall be required to submit the periodic certified manning and certified payroll reports described below to confirm ongoing compliance. The goals are as follows:

1. **Employment (Construction and Permanent Jobs):** The Recipient shall make a Good Faith effort to achieve the goal of a work force representing twenty (20%) percent of labor hours who are Minorities and who are women.
2. **Business Contracting:** The Recipient shall make a Good Faith effort to achieve the goal of awarding ten (10%) percent of the dollar amount of its contracts to Minority or Women Owned Businesses.

**VI. Construction Jobs Procedure:**

1. **Construction Jobs:** Recipient shall comply with all of the following conditions:

A. Initial Contracting Report

- i) The Recipient shall submit the initial contracting report. A letter must be forwarded with requests for quotation or bid to the Office of Diversity and Inclusion for minority contractors or vendors for any construction or building operating goods, services and sub-contracting opportunities. An example of this letter is given in Exhibit C.
- ii) The Recipient shall contact those businesses to submit bids. An example of this letter can be found in Exhibit D.

B. Initial Manning Report:

- i) Prior to the commencement of their work on the Project, the Recipient shall obtain from all Contractors/Subcontractors an Initial Manning Report.
- ii) The Initial Manning Report should contain an estimate of the total hours in each construction trade or craft and the number of hours to be worked, including a list of the number of minority residents and women that will work in each trade or craft, including the work hours to be performed by such employees of any and all Contractors and Subcontractors. Attached hereto as Exhibit \_\_\_\_ is the Recipient's Initial Manning Report.
- iii) The Initial Manning Report shall be filed with the Project Employment and Contracting Monitor, who must accept the Report prior to the Recipient entering into any construction contract. An example of this acceptance letter is given in Exhibit \_\_\_\_.

C. Compliance Statement

Prior to commencement of their work on the Project, each Contractor or Subcontractor must agree in writing to comply with this agreement and the employment goals elaborated herein. An example of this Compliance Statement can be found in Exhibit \_\_\_\_\_.

D. Monthly Reports:

Manning Report (after construction commences)

- i) The Recipient will submit Monthly Project Manning Reports to the Project Employment & Contracting Monitor in DEO under the Department of Administration by the seventh day of the month following the month during which the work is performed, for the duration of the contract.
- ii) The report will accurately reflect the total hours in each construction trade or craft and the number of hours worked, including a list of the number of minority resident and women resident workers in each trade or craft, and will list separately the work hours performed by such employees of the Contractor and each of its Subcontractors during the previous month. The Monthly Manning Report shall be in the form attached hereto as Appendix G.
- iii) The Recipient is responsible for maintaining or causing the Contractor to maintain all records supporting the reported work hours of its Contractors or Subcontractors.

Certified Payroll Report

- i) The Recipient will furnish the Project Employment & Contracting Monitor with copies of its weekly Certified Payroll reports. The reports will specify the residence, gender and ethnic/racial origin of each worker, work hours and rate of pay and benefits provided. The Certified Payroll report shall be in the form attached hereto as Exhibit \_\_\_\_\_.
- ii) Payroll reports must be submitted on a monthly basis with the Monthly Manning Report or the Recipient is no longer in compliance.

E. Annual Equal Employment Opportunity Reports

Prior to commencement of work on the Project, the Recipient will submit copies of the most recent Local Union Report (EEO-3) and Apprenticeship Information Report (EEO-2) which are required to be filed with the US Commission of Equal Employment Opportunity Commission by the collective bargaining unit and annually thereafter.

F. Other Reports

In addition to the above reports, the Recipient shall furnish such reports or other documents to the City as the City may request from time to time in order to carry out the purposes of this agreement.

G. Records Access

The Recipient will insure that the City will have reasonable access to all records and files reasonably necessary to confirm the accuracy of the information provided in the reports.

H. Work Site Access For Monitor

- i) The City will physically monitor the work sites subject to this agreement to verify the accuracy of the monthly reports. Each work site will be physically monitored approximately once every two weeks, and more frequently if it is deemed reasonably necessary by the City. The City's findings shall be recorded in a "Site Visit Report." An example of a bi-weekly site visit report can be found in Exhibit \_\_\_\_\_.
- ii) The Recipient shall require the Contractor and Sub-contractor to cooperate with the City's site monitoring activities and inform the City as to the dates they are working at the Project site. This includes specifically instructing the on-site construction manager about the monitoring process, and informing him/her that the monitor will contact him/her to set up an initial meeting. In the case of projects with multiple locations, the Recipient shall inform the City of the dates they are working at each site location(s) where they are working, in order to facilitate the monitoring.

VII. **Permanent Jobs Procedures:**

1. **Permanent Jobs:** Recipient shall comply with all of the following conditions:

A. Pre-hiring Job Awareness: At least eight (8) months prior to the hiring of a Recipient's permanent workforce, the Project Employment & Contracting officer for the Recipient will meet with the Coordinator, including the director of JCETP to discuss how the Recipient plans to hire its permanent workforce. The following issues should be covered in this meeting:

- i) whether subcontractors will be used in the hiring process.
- ii) the specific types of jobs that need to be filled.
- iii) the qualifications needed for these particular jobs.
- iv) possible training programs offered by the permanent employer.
- v) the Recipient's goals and how it plans to meet these goals.
- vi) any other issues which need to be addressed.

B. Subcontractor Notification -- If the Recipient decides to subcontract any portion or all of its permanent workforce, then the Recipient must receive a signed acknowledgment from the subcontracting party that it will abide by the Project Employment & Contracting Agreement before said subcontractor begins staffing permanent employees. The Recipient must forward a copy of the signed acknowledgment to the Project Employment

& Contracting Monitor. An example of this signed acknowledgment can be found in Appendix 3.

- C. Subcontractor Pre-Hiring Job Awareness Meeting -- Each subcontractor hired to staff permanent job positions must appoint a Project Employment & Contracting Officer to meet with the head of the Registry to discuss the same issues presented above in VI 1.A.(i)-(vi) and notify the City.
- D. Subcontractors of Subcontractors--Subcontractors of subcontractors are subject to the same requirements for the initial subcontractors.
- E. Documentation of Hiring Plan--Once the Pre-Hiring Job Awareness Meeting has taken place, the Recipient must put together a document with goals and totals for future permanent employment needs. This plan should summarize all that was discussed in the Pre-Hiring Awareness Meeting, list estimates for manpower needs, set residential and minority employment goals commensurate with the Project Employment & Contracting Agreement, and show how the Recipient plans to meet these goals. An example of this plan is found in Appendix 4.
- F. Pre-Hiring Notification: At least ten (10) working days prior to advertising for any employees, the Recipient or the Recipient's subcontractor shall provide the DEO and the JCEPT with a written notice, which shall state the job title, job description and minimum qualifications, rate of pay, hours of work and the hiring date for each position to be filled, in qualitative and objective terms which will enable the referral of qualified applicants to the Recipient.
- G. Advertisement: At the request of the City, or because the City does not have qualified applicants to refer to the Recipient, the Recipient will place an advertisement for the jobs in a newspaper which is regularly published in Jersey City. The Recipient must furnish the DEO with a copy of this advertisement.
- H. Pre-Hiring Interview: The Recipient shall interview any qualified applicants referred to it pursuant to the agreement. In the event advertisement is required, the Recipient agrees to interview any qualified persons responding to the advertisement.
- I. Monthly Employment Reports: The Recipient will submit written employment reports to the Project Employment & Contracting Monitor in the form to be provided by the City. The report will be submitted on the 1<sup>st</sup> day of every month. It will describe each job and state whether the job was filled or held by a City resident, minority resident or woman resident and date of hire. The report will explain in writing the reasons why any qualified referred applicant (or in the event advertisement is required, any qualified person responding to the advertisement) was not hired and the reason therefore. The form of this report shall be in substantially the form found in Appendix 5, subject to such revision as the City deems appropriate and reasonable. Monthly reports may be extended to semi-annually reports once the initial workforce is hired.

- J. Record Access: The Recipient shall provide the City with reasonable access to all files and records including payroll and personnel information reasonably necessary to confirm the accuracy of the information set forth in the semi-annual reports.
- K. Work Place Access: The Recipient shall provide the City with reasonable access to the site to physically monitor the work site to verify the accuracy of the information set forth in the any reports.
- L. Other Reports, Documents: In addition to the above reports, the Recipient shall furnish such reports or other documents that the City may request from time to time in order to implement the purposes of this agreement.
- M. Incorporation of Agreement: The Recipient shall incorporate the provisions of this Agreement in all contracts, agreements and purchase orders for labor with any service, maintenance, security or management agent or Contractor engaged by the Recipient whose personnel will be assigned to the Recipient project.

#### **VIII. Good Faith Defined. Business Contracts**

- A. Good Faith shall mean compliance with all of the following conditions:
  - i) Solicitation of Businesses:
    - a) One month before the solicitation for any goods or services, the Recipient must forward a letter with a description of the goods or services to the Project Employment and Contracting Coordinator;
    - b) The Recipient shall provide the City with a written Purchasing Report every month. The form of this report shall be in substantially the form found in Appendix 6.
    - c) Pre-Hiring Notification: At least ten (10) working days prior to advertising for any employees, the Recipient or the Recipient's subcontractor shall provide the DEO and the JCEPT with a written notice, which shall state the job title, job description and minimum qualifications, rate of pay, hours of work and the hiring date for each position to be filled, in qualitative and objective terms which will enable the referral of qualified applicants to the Recipient.
    - d) Advertisement: At the request of the City, or because the City does not have qualified applicants to refer to the Recipient, the Recipient will place an advertisement for the jobs in a newspaper which is regularly published in Jersey City. The Recipient must furnish the DEO with a copy of this advertisement.
    - e) Pre-Hiring Interview: The Recipient shall interview any qualified applicants referred to it pursuant to the agreement. In the event advertisement is required, the Recipient agrees to interview any qualified persons responding to the advertisement.

- f) Monthly Employment Reports: The Recipient will submit written employment reports to the Project Employment & Contracting Monitor in the form to be provided by the City. The report will be submitted on the 1<sup>st</sup> day of every month. It will describe each job and state whether the job was filled or held by a City resident, minority resident or woman resident and date of hire. The report will explain in writing the reasons why any qualified referred applicant (or in the event advertisement is required, any qualified person responding to the advertisement) was not hired and the reason therefore. The form of this report shall be in substantially the form found in Appendix 5, subject to such revision as the City deems appropriate and reasonable. Monthly reports may be extended to semi-annually reports once the initial workforce is hired.
  - g) Record Access: The Recipient shall provide the City with reasonable access to all files and records including payroll and personnel information reasonably necessary to confirm the accuracy of the information set forth in the semi-annual reports.
  - h) Work Place Access: The Recipient shall provide the City with reasonable access to the site to physically monitor the work site to verify the accuracy of the information set forth in the any reports.
  - i) Other Reports, Documents: In addition to the above reports, the Recipient shall furnish such reports or other documents that the City may request from time to time in order to implement the purposes of this agreement.
  - j) Incorporation of Agreement: The Recipient shall incorporate the provisions of this Agreement in all contracts, agreements and purchase orders for labor with any service, maintenance, security or management agent or Contractor engaged by the Recipient whose personnel will be assigned to the Recipient project.
- B. The Recipient pledges not to use local and local minority vendors solely as conduits for vendors that are not local and minority owned. Any discovery by Project Employment and Contracting Monitor of a Recipient, using the masthead of a local or minority owned business as a way to get credit for local or minority employment when it should not, will immediately subject the Recipient to the penalties listed in Section VIII (d) below.

#### **IX. Good Faith Defined. Commercial Tenants at the Project Site**

Good Faith shall mean compliance with all of the following conditions:

- A. The Recipient shall send all tenants of commercial space, including retail space, within the Project Site a Tenant Employment Services Guide in the form attached as Appendix 7.

- B. The Recipient shall require tenants of commercial, including any retail space to complete an annual questionnaire concerning the composition of the work force of each tenant. The completed questionnaire be submitted to the Project Employment & Contracting Monitor. The questionnaire shall be in the form attached as Appendix 8.
- C. The Recipient will send the results of its solicitation to the Project Employment & Contracting Monitor no later than December 1<sup>st</sup> of each year.

**X. Notices of Violation:**

- 1. Advisory Notice: The City will issue a written Advisory Notice to the Recipient if there is non-compliance with a Good Faith requirement as defined in this agreement. The Advisory Notice shall explain in sufficient detail the basis of the alleged violation. The Recipient shall have 7 days to correct the violation.
- 2. Violation Notice: If the alleged violation set forth in the Advisory Notice has not been corrected to the satisfaction of the City the City shall issue a Violation Notice to the Recipient. The Violation Notice shall explain in sufficient detail the basis of the alleged, continuing violation. The Recipient will have three (3) working days to correct the violation.
- 3. Correcting the Violation: Either or both the Advisory Notice or the Violation Notice may be considered corrected if the Recipient satisfies the requirements of this agreement and so advises the City in writing, subject to confirmation by the City.
- 4. Extension of Time to Correction: Either the Advisory Notice or the Violation Notice may be held in abeyance and the time for correction extended if the Recipient enters into satisfactory written agreement with the City for corrective action which is designed to achieve compliance. If Recipient fails to abide by the terms of such agreement the violation will be considered not corrected.

If the City determines that the Recipient is in violation after the expiration of the cure periods, the Recipient agrees that the City shall be entitled to the liquidated damages provided below.

**XI. Liquidated Damages:**

- 1. While reserving any other remedies the City may have at law or equity for a material breach of the above terms and conditions, the parties agree that damages for violations of this agreement by the Recipient cannot be calculated within any reasonable degree of mathematical certainty. Therefore, the parties agree that upon the occurrence of a material breach of any of the above terms and conditions and after notice and expiration of any cure period, the City will be entitled to liquidated damages from the Recipient in the following amounts:

- A. Failure to file Initial Manning Report (Construction Jobs) or Pre-Hiring Notification (Permanent Jobs) or Pre-Contracting Notification (Business Contracts): an amount equal

to Five percent (5%) increase in the estimated annual service charge as set forth in the Financial Agreement for each quarter or part thereof that the Recipient is non compliant.

- B. Failure to conduct Pre-hiring Interviews or submit Compliance Statement (Submit description of goods or services, (Business Contracting): an amount equal to Three (3%) percent of the estimated annual service charge as set forth in the Financial Agreement for each quarter or part thereof that the Recipient is non compliant.
- B. Failure to allow record or work place access or submit any other required reports (all categories): an amount equal to Three (3%) percent increase service charge as set forth in the Financial Agreement for each quarter or part thereof that the Recipient is non compliant.
- C. The use of the local or local minority business' masthead for labor or work supplied by a non local or local minority vendor: An amount equal to Ten (10%) service charge as set forth in the Financial Agreement for each quarter or part thereof, the Recipient is non compliant.

## **XII. Notices**

Any notice required hereunder to be sent by either party to the other, shall be sent by certified mail, return receipt requested, addressed as follows:

1. When sent by the City to the Recipient it shall be addressed to:

Ash Urban Renewal Development, LLC  
30A Vreeland Road  
Florham Park, NJ 07932  
Attn: Raphael Salermo

and

2. When sent by the Recipient to the City, it shall be addressed to:

City of Jersey City  
Department of Administration  
Division of Economic Opportunity  
Project Employment & Contracting Monitor  
280 Grove Street  
Jersey City, New Jersey 07302  
Att: Division Director

and

Director of Jersey City Employment and Training Program, Inc  
895 Bergen Avenue—2<sup>nd</sup> Floor  
Jersey City, NJ 07306  
Att: Executive Director



with separate copies to the Mayor and the Business Administrator.

### **XIII. Appendix**

These forms are examples only and shall be in substantially the form on file in the Division of Economic Opportunity, subject to modifications from time to time by the City as necessary or appropriate.

1. Letter designating Recipient's Project Employment & Contracting Officer
2. Letter from Recipient to Employees of Recipient's Company
3. Acknowledgment of PECA compliance of Subcontractor
4. Example of Hiring Plan
5. Example of Monthly Employment Report
6. Example of Monthly Purchasing Report
7. Tenant Employment Services Guide
8. Commercial Retail Annual Questionnaire

### **XIV. Adoption, Approval, Modification:**

This agreement shall take effect on the date that the Economic Incentive is approved by the Municipal Council.

### **XII. Controlling Regulations and Laws:**

To the extent required by State and Federal Law and so long as the Entity discharges its Good Faith obligations under this agreement, the City agrees and acknowledges that the Recipient and its contractors are free to hire whomever they choose. If this agreement conflicts with any collective bargaining agreement, the City agrees to defer to such agreements so long as the Recipient provides the City with a copy of the offending provision in the collective bargaining agreement.

In the event there are any conflicts between this Agreement and any Project Labor Agreement, then as it pertains to construction jobs covered by the PLA, the Project Labor Agreement shall govern. Wherever possible, this Agreement shall be interpreted consistently with the Project Labor Agreement.

**ATTEST:**

**CITY OF JERSEY CITY**

\_\_\_\_\_  
**Robert Byrne**  
**City Clerk**

\_\_\_\_\_  
**Robert J. Kakoleski**  
**Business Administrator**

**WITNESS:**

**ASH URBAN RENEWAL**  
**DEVELOPMENT, LLC**

\_\_\_\_\_  
**Secretary**

\_\_\_\_\_  
**President**

City Clerk File No. Ord. 16.138

Agenda No. 3. U 1st Reading

Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 16.138

**TITLE: ORDINANCE AMENDING CHAPTER 90 (ANIMALS), ARTICLE IV (EXOTIC, NON-GAME, AND POTENTIALLY DANGEROUS WILDLIFE), PROHIBITING PERFORMANCES OF ANY EXOTIC ANIMAL ON ANY PUBLIC OR PRIVATE PROPERTY WITHIN THE CITY OF JERSEY CITY**

**THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY HEREBY ORDAINS:**

- A. The following amendments to Chapter 90 (Animals), Article IV (Exotic, Non-Gave, and Potentially Dangerous Wildlife) are hereby adopted.

**ARTICLE IV**  
**Exotic, Non-Gave, and Potentially Dangerous Wildlife**

**§90-24. Exotic animal acts, rides, performances, and traveling exhibitions prohibited**

- A. The purpose of this ordinance is to protect exotic animals from cruel and inhumane treatment, and to protect the public from dangers inherent in traveling exhibitions and acts featuring exotic animals.
- B. It shall be unlawful for any person to cause or provide a performance of any exotic animal on any public or private property within the City of Jersey City.

**§90-25. For purposes of this Article, the following terms shall have the following meanings:**

As used herein, the following terms shall have meanings indicated:

**EXOTIC ANIMAL** - The definition of such covered animals shall be that found in N.J.A.C. 7:25.

**PERFORMANCE** - means any public showing, presentation, display, exposition, fair, act, circus, ride, trade show, petting zoo, carnival, parade, race, exhibition, or similar undertaking in which animals are required to perform tricks, fight, give rides, or participate as accompaniments for the entertainment, amusement, or benefit of an audience.

**§90-26. Exemptions.**

The following are exempt from the prohibition:

- A. Exhibitions at a non-mobile, permanent institution or facility accredited by the Association of Zoos and Aquariums or the Global Federation of Animal Sanctuaries.

**ORDINANCE AMENDING CHAPTER 90 (ANIMALS), ARTICLE IV (EXOTIC, NON-GAME, AND POTENTIALLY DANGEROUS WILDLIFE), PROHIBITING PERFORMANCES OF ANY EXOTIC ANIMAL ON ANY PUBLIC OR PRIVATE PROPERTY WITHIN THE CITY OF JERSEY CITY**

- B. Outreach programs for educational or conservation purposes by a facility accredited by the Association of Zoos and Aquariums or the Global Federation of Animal Sanctuaries, if the animal used for such purposes is not kept in a mobile or traveling housing facility for more than 12 hours a day.
- C. University, college, laboratory, or other research facilities registered by the United States Secretary of Agriculture.
- D. Any exemptions approved in writing by the City's Animal Control officer for religious and/or cultural ceremonies.

**§90-27. Implementation and Enforcement.**

Section §90-24 shall be implemented and enforced by Jersey City Department of Health and Human Services with the support of other City departments as appropriate.

**§90-28. Violations and Penalties.**

Any person who violates the provisions of this Article shall be punished as provided in Chapter 1, General Provisions, §1-25.

- B. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- C. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- D. This ordinance shall take effect at the time and in the manner as provided by law.
- E. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing Code, in order to avoid confusion and possible accidental repealers of existing provisions.

**NOTE:** All material is new, therefore, underlining has been omitted.

SS/he  
8/11/16

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
Corporation Counsel

APPROVED: \_\_\_\_\_  
Business Administrator

Certification Required ☐

Not Required ☐

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

ORDINANCE AMENDING CHAPTER 90 (ANIMALS), ARTICLE IV (EXOTIC, NON-GAME, AND POTENTIALLY DANGEROUS WILDLIFE) TO PROHIBIT PERFORMANCES OF ANY ANIMAL OR EXOTIC ANIMAL ON PUBLIC OR PRIVATE PROPERTY WITHIN THE CITY OF JERSEY CITY

**Initiator**

Department/Division	Mayor's Office	
Name/Title	Robert Field/Aide to the Mayor	
Phone/email	201-547-5748	

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

TO AMEND CHAPTER 90 (ANIMALS), ARTICLE IV (EXOTIC, NON-GAME, AND POTENTIALLY DANGEROUS WILDLIFE) TO PROHIBIT PERFORMANCES OF ANY ANIMAL OR EXOTIC ANIMAL ON PUBLIC OR PRIVATE PROPERTY WITHIN THE CITY OF JERSEY CITY

I certify that all the facts presented herein are accurate.

  
\_\_\_\_\_  
Signature of Department Director

7/27/16  
\_\_\_\_\_  
Date